Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 16, 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 - April 25, 2023 3
      2) Special [Closed] School Board Meeting Re: Negotiations - April 25, 2023 7
      3) Special [Closed] School Board Meeting Re: Superintendent Evaluation - May 9, 2023 8
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 9
         b. Job Description for Field Support Technician (Revision) 10
      2) Finance
         a. Financial Report 15
         b. Approval of Facilities Manager, Bryan Brown, to approve invoices and purchases not to exceed $25,000, an increase from $5,000 (Verbal Approval)
         c. Fundraisers 16
         d. Bids, RFPs and Quotes
            (1) BID #1303 - Dairy (One Year Extension) 17
            (2) RFP - 314 Copier Service 23
         e. Contracts, Change Orders, Leases - None
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Transportation Waiver for Duluth Head Start 34
      4) Other
         a. Diploma Requests 36
         b. Field Trip Requests 45
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. 901 Community Education 59
         b. 712 Video Surveillance Other Than on Buses (replacing 3188 Video Security Other Than on Buses) 60
         c. 509 Enrollment of Nonresident Students (replacing 5035 Non-Resident Enrollees) 63
         d. 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds 68

e. 514 Bullying Prohibition Policy 73
f. 515 Protection and Privacy of Pupil Records and Public Notice & Juvenile Justice System Request for Information (replacing 5060 Collection, Maintenance, Dissemination, and Retention of Student Records and Information 052014) 86

2) Second Readings
a. 516.5 Overdose Medication 116

3) Annual Review

D. **Approval of Committee Reports**

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

1) Monthly Committee of the Whole - May 2, 2023 124
2) Policy Committee - May 2, 2023 184
3) Human Resources/Business Services Committee - May 9, 2023 335

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, April 25, 2023

Members Present:
Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent
Brett Mensing, Secretary

Student Representatives:
Lauryn Molitor
Elsa Priest

Absent:
Alanna Oswald
Destiny Williams
Joniya Metcalf

Chair Lofald called the Regular School Board meeting April 25, 2023 to order at 6:32 p.m.

M-Loeffler-Kemp, S-Kirby, to approve the agenda. Upon a vote, the same was approved – 6-0.

School and Community Recognition
April 2023
****

Assistant Superintendent Bonds presented the School and Community Recognition

Public Comments
April 2023
****

Bob Bayless spoke to the school board regarding renaming of Public School Stadium.
Parker Huber spoke to the school board regarding Digital Innovation Specialist cuts.
Eddy Peloquin spoke to the school board regarding Digital Innovation Specialist cuts.
Robin Ryme spoke to the school board regarding Digital Innovation Specialist cuts.
Julie Gontjes spoke to the school board regarding deaf and hard of hearing.
Marie Paull spoke to the school board regarding deaf and hard of hearing.
Aaron O'Leary spoke to the school board regarding Digital Innovation Specialist cuts.
Jim Olson spoke to the school board regarding labor management.
Mary Ann Harala spoke to the school board regarding Digital Innovation Specialist cuts.
Thea Hantz spoke to the school board regarding Digital Innovation Specialist cuts.
Cindy Miller spoke to the school board regarding media specialists.
Brian Schilling spoke to the school board regarding media specialists.

Amy Broadmore spoke to the school board regarding media specialists.
Tim Doyle spoke to the school board regarding renaming of Public School Stadium.
Rieger Viche spoke to the school board regarding Digital Innovation Specialist cuts.
Jill Ellison spoke to the school board regarding MTSS success.

Communications, Petitions, Etc.
April 2023
****

Chair Lofald stated there was one communication received.

Superintendent's Report
April 2023
****

Student Representative Lauryn Molitor presented the Denfeld student report.

Student Representative Elsa Priest presented the East student report.

Superintendent Magas presented the Superintendent's Report. Topics included the following:
- Student Representative Reports
- Strategic Planning Update
- Legislative Update
- Bond Rating Update
- District-Wide Graduation Rate Update

Monthly Committee of the Whole Report
April 2023
****

Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

Discussion was had.

Human Resources/Business Services Committee Report
April 2023
****

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

Discussion was had.

Policy Committee Report
April 2023
****

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

Discussion was had.

General Board Committee Updates
April 2023
****

None

Consent Agenda
April 2023
****

M-Durick Eder, S-Kirby, to approve the Consent Agenda. Upon a vote, the same was approved – 6-0.

Resolutions from Committee Reports
April 2023
****

B-4-23-3955 Acceptance of Donations to Duluth Public Schools

M-Sadowski, S-Sandholm, to approve B-4-23-3955 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 6-0.

B-4-23-3954 Acceptance of Grant Awards to Duluth Public Schools

M-Loeffler-Kemp, S-Durick Eder to approve B-4-23-3954 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – 6-0.

Special Resolutions/Other Action Items
April 2023
****

SP-4-23-3957 Resolution for School Board Member Attendance for Lobbying at the State Capitol

M-Lofald, S-Sadowski to approve SP-4-23-3957 Resolution for School Board Member Attendance for Lobbying at the State Capitol. Upon a vote, the same was approved – 6-0.

Head Start Presentation and Approval of Head Start Items

M-Durick Eder, S -Loeffler-Kemp to approve the following Head Start Items: Head Start Enrollment Reduction, COLA and QI Grant, Self Assessment Report for 2022, State Grant, Federal Grant, Governing Board Approval of Amended Extension Request. Upon a vote the same was approved - 6-0.

Other
April 2023
****

None

M-Durick Eder, S-Sandholm to adjourn the meeting. Upon a vote, the same was approved – 6-0.

Chair Lofald adjourned the Regular School Board Meeting of April 25, 2023 at 9:02 p.m.

Chair Lofald

Clerk Sadowski

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: Duluth East Media Center, 301 North 40th Avenue East, Duluth, MN 55804, on

Tuesday, April 25, 2023

Members Present:
Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent
Brett Mensing, Secretary

Chair Lofald called the Special School Board meeting of April 25, 2023 to order at 5:10 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session to consider strategy for labor negotiations. The Open Meeting Law, Minnesota Statute section 13D.03, subdivision 1, states that the School Board may close a meeting for the purpose of considering strategy for labor negotiations upon a majority vote. Accordingly, pursuant to the law I have cited, the Board will recess to a closed session.

Recess to Closed Session at 5:11 p.m.

Reconvene to Open Session at 6:29 p.m.

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

Chair Lofald adjourned the Special School Board Meeting of April 25, 2022 at 6:30 p.m.

_____ _____

Chair Lofald Clerk Sadowski

Minutes of the Special School Board Meeting

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

Tuesday May 9, 2023

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

Chair Lofald called the Special School Board meeting of May 9, 2023 to order at 7:30 p.m.

Chair Lofald read the following statement:

The next item on the agenda is the Superintendent's Evaluation. The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a), a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. During the meeting, the Board will review the Superintendent's progress towards his evaluation goals. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed for the purpose of reviewing the Superintendent's progress towards his evaluation goals.

M-Loffler-Kemp S-Oswald, to move to a closed session. Upon a vote, the same was approved – unanimously.

Recess to Closed Session at 7:32 p.m.

Reconvene to Open Session at 8:35 p.m.

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

Chair Lofald adjourned the Special School Board Meeting of May 9, 2023 at 8:36 p.m.

Chair Lofald

Clerk Sadowski

HUMAN RESOURCES ACTION ITEMS FOR: May 16, 2023

CERT APPOINTMENT	POSITION	EFFECTIVE DATES
PETERSON, ELIZABETH A	SPEC ED PATHOLOGIST/DW, (MA), STEP 9, $76,237.00	8/29/2023
RAPPANA, HEATHER L	SPED SOCIAL WORKER/DISTRICT WIDE, (MA+30), STEP 9, $83,258.00	8/22/2023

CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
HORTON, LAURA A	GUIDANCE COUNSELOR/EAST	04/03/2023	09/26/2023

CERT RETIREMENT	POSITION	EFFECTIVE DATES
LEONE, ANTHONY C, JR	TEACHER/EAST HS	06/09/2023
WITTMER, NANCY J	UPDATED DATE SPECIAL EDUCATION TEACHER/CHESTER CREEK	07/14/2023
YANG, LIANG-PI	INTEGRATION SPECIALIST/LOWELL	06/09/2023

NON CERT PROMOTION	POSITION	EFFECTIVE DATES
LESTER, REBECCA S	EEA EXECUTIVE ASST/HR, 40/52WKS, $21.42/HR	3/27/2023

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BICK, RYAN S	Bus Driver	04/11/2023
DAVIS, JACK M	CUSTODIAN I/DISTRICT WIDE,40/52WKS, $17.15/HR	04/28/2023
JOHNSON, ALEXA J	Special Education Paraprofessional Piedmont Elementary	
JOHNSON, KATELYN E	NUTRITIONAL ASST/LOWELL, 17.5/38WKS, $13.22/HR	04/17/2023
MEAGHER, MOLLY M	EEA CLERICAL/HR, 40/52WKS, $20.81/HR R.LESTER	04/24/2023
KAETER, BRADLEY	BUS DRIVER HELPER/TRANSPORTATION, $20.61/HR, F NOVISTSKI	04/24/2023

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
ANTONICH, DIANE M	PARAPROFESSIONAL ECFE/LESTER PARK	06/09/2023
BOVARD, KAYLEE K	PARA HEALTH ASSISTANT/DISTRICT	05/25/2023
BUSKER, KEITH T	SCHOOL CUSTODIAN I/DENFELD	02/20/2023
BUSKER, SHANNON L	SCHOOL CUSTODIAN I/DENFELD HS	04/28/2023
DAVENPORT, JAKE R	SPECIAL ED PARA/LAURA MACARTHUR	06/09/2023
DELUCA, JUSTINA I	SPED PARA/EAST HS	04/28/2023
EDDY, BROOKE M	SPECIAL ED PARA/DENFELD HS	04/03/2023
MALLOY, MARGARET A	OFFCE SUPPORT SPECIALIST/EARLY CHILD SCREENING	06/09/2023
MARCHAND, RENA M	SPED CHILD SPECIFIC PARA/EAST HS	04/04/2023
MATTSON, ASHLEY J	CAFETERIA/PLAYGROUND MONITOR/MYERS-WILKINS	05/01/2023
SCHNELL, KELSEY C	SPED PARA/MERRITT CREEK	03/17/2023
TUTTLE, ARTHUR L	MENTAL HEALTH PRACTITIONER/MYERS -WILKINS	06/09/2023
WATKINS, MEGAN M	INTEGRATION SPECIALIST/MYERS WILKINS	05/26/2023

NON CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
HERRALA, ADAM M	FIELD SUPPORT TECHNICIAN/TECHNOLOGY	05/22/2023	05/22/2024

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
FRIDSMA, IRENE A	OFFICE SUPPORT/ORDEAN EAST MS	07/31/2023
LEONARD, BRIAN R	TECHNICAL TUTOR PARA/EAST HS	06/09/2023
SWEARENGIN, SANDRA J	REVISED DATE NUTRITIONAL SERVICE ASSISTANT/LESTER PARK	04/21/2023
YANG, LIANG-PI	INTEGRATION SPECIALIST/LOWELL	06/09/2023

TITLE: Field Support Technician

Title of Immediate Supervisor: Network Administrator or Director of Technology	**Department:** Technology	**FLSA Status**: Exempt
Accountable For (Job Titles): Not Applicable		**Pay Grade Assignment**: Non-Certified Business Division Administrators' Association, Weekly Salary Schedule, Non-Certified Administrators, Pay Class III

General Summary or Purpose Of Job:

~~Provide tier 1 support for staff. Processes and reviews help desk tickets for installation and troubleshooting of district hardware and software. This includes support for desktops, laptops, printers, PDA's, SMART Boards, classroom audio systems, and other district technology.~~ Provide Tier 1 and Tier 2 technology support for district users. Review and process help desk tickets for installation and troubleshooting of district hardware, services and software. This includes support for desktops, laptops, Chromebooks, printers, interactive/non-interactive display systems, projectors, classroom audio systems and other district technology systems, services and software.

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	~~Installs and assists in configuring, administering, and maintaining district hardware, software and operating systems.~~ Responds to Help Desk Tickets from district users needing assistance with district hardware, services and software.	Daily 5%
2.	~~Maintains Active Directory user/group accounts.~~ Install, replace, upgrade, and maintain district hardware, software, operating systems and cloud services as needed.	Daily 5%
3.	~~Responds to helpdesk tickets from users needing assistance with district hardware and software.~~ Support Microsoft Active Directory (AD) and Google Workspace for Education for devices, users and groups.	Daily 90%
4.	~~Talk with co-workers in order to research problems and find solutions and upgrades for existing systems.~~ Collaborate with co-workers in order to research problems, document solutions, and upgrade existing systems.	Monthly 5%

5.	Work with software and hardware vendors and other technology department staff to request service regarding defective products.	Monthly 5%
6.	Makes recommendations for system improvements.	Monthly 5%
7.	Performs other duties of a comparable level or type.	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- ~~Requires a minimum of a two-year degree in computer science, management information systems, or similar degree; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.~~
- ~~Experience in Microsoft Windows XP or higher.~~
- ~~Must have valid driver's license and a personal vehicle~~
  - Four-year baccalaureate degree in Computer Science, Management Information Systems, or similar technical degree plus a minimum of one (1) year of work experience in the technical areas listed below: or a minimum of a two-year Associate in Science (A.S.) or Associate in Applied Science (A.A.S.) degree in Computer Science, Management Information Systems, or similar technical degree plus a minimum of two (2) years of work experience in the technical area listed below:
    - Experience providing user support in a Google Workspace environment.
    - Experience providing user support in a Microsoft Windows environment.
    - Experience using Microsoft Active Directory (AD) for supporting devices, users and groups.
    - Experience using Google Admin Console for supporting devices, users and groups.
    - Experience using an enterprise endpoint management solution like Microsoft System Center Configuration Manager (SCCM), Microsoft Endpoint Configuration Manager (MECM) or Microsoft Intune that is used to image PCs and install software
    - Experience using and supporting users in an enterprise Help desk ticketing system like Freshdesk, Zoho Desk Zendesk or Solarwinds
    - Experience using and supporting an enterprise Asset Management System
    - Must have a valid driver's license and a personal vehicle or have the ability to travel between district sites in a timely manner.
-

Desirable Qualifications:

TITLE: Field Support Technician

- Four year baccalaureate degree in Computer Science/MIS or equivalent education and work experience
- Microsoft certification
- Altiris experience
- Knowledge of Microsoft Active Directory (AD)
- SMART Boards experience ▪ Prior K12 work experience

Certification or Licensing Requirements (prior to job entry):

- Certification assigned hardware and operating systems. (Preferred)
- Certification in the current Microsoft Windows Operating System
- Must have valid driver's license

Knowledge Requirements:

Requires knowledge of:

- Experience in Microsoft Windows XP or higher.
- Documented training or work experience in assigned hardware and operating systems.

Skill Requirements:

Skilled in:

- Technical Troubleshooting skills ▪ Customer service and communication.
- Technical writing and documentation.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		Ö		
Walk			Ö	
Sit			Ö	
Use hands dexterously (use fingers to handle, feel)				Ö
Reach with hands and arms		Ö		
Climb or balance		Ö		

TITLE: Field Support Technician

	Stoop/kneel/crouch or crawl		Ö		
	Talk and hear			Ö	
	Taste and smell	Ö			
Lift & Carry:	Up to 10 lbs.		Ö		
	Up to 25 lbs.		Ö		
	Up to 50 lbs.		Ö		
	Up to 100 lbs.	Ö			
	More than 100 lbs.	Ö			

General Environmental Conditions:

Working in our schools

General Physical Conditions:

Work can be generally characterized as setup of computer, monitors and printers.

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

TITLE: Field Support Technician

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting 2002

Revised: 12/1/05

ISD 709 Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
May 9, 2023 Committee Meeting

5.3.23

REVENUES	**22-23 CURRENT YEAR ADOPTED BUDGET**		22-23 **CURRENT YEAR REVISED BUDGET**	**22-23 RECEIVED TO YEAR TO DATE**	**22-23 RECEIVED ENCUMBERED**	**22-23 BUDGET BALANCE**
	FUND	Jul-22	JULY 22 -23	July - Sept	July -Sept	July- Sept
General	1	$ 107,743,537.86	$ 111,763,937.97	$ 87,715,492.39		$ 24,048,445.58
Food Service	2	$ 3,985,000.00	$ 3,985,000.00	$ 3,375,483.89	$ -	$ 609,516.11
Transportation	3	$ 5,900,000.00	$ 5,900,000.00	$ 3,110,178.08		$ 2,789,821.92
Community Ed	4	$ 8,114,000.00	$ 8,406,948.04	$ 6,157,208.94		$ 2,249,739.10
Operating Captial	5	$ 5,462,130.31	$ 5,462,130.31	$ 8,586,995.27	$ -	$ (3,124,864.96)
Building Construction	6	$ -		$ 136,692.62		$ (136,692.62)
Debt Service Fund	7	$ 22,979,390.64	$ 22,979,390.64	$ 2,215,290.61		$ 20,764,100.03
Trust Fund	8	$ 258,575.00	$ 258,575.00			$ 258,575.00
Dental Insurance Fund	20	$ 917,000.00	$ 917,000.00	$ 725,330.40	$ -	$ 191,669.60
Student Acitivity	79	$ 236,006.00	$ 236,006.00	$ 189,745.94		$ 46,260.06
REVENUE	**TOTALS:**	**$ 155,595,639.81**	**$ 159,908,987.96**	**$ 112,212,418.14**	**$ - $ - $ -**	**$ 47,696,569.82**

EXPENSES	**22-23 CURRENT YEAR ADOPTED BUDGET**		22-23 **CURRENT YEAR REVISED BUDGET**	**22-23 EXPENSES TO YEAR TO DATE**	**22-23 EXPENSES ENCUMBERED**	**22-23 BUDGET BALANCE**
	FUND	Jul-22	JULY 22-23	July - Sept	July -Sept	July-Sept
General	1	$ 104,358,876.11	$ 112,752,885.67	$ 85,691,946.46	$ 5,572,816.28	$ 21,488,122.93
Food Service	2	$ 4,427,346.56	$ 4,427,346.56	$ 3,473,755.74	$ 565,498.74	$ 388,092.08
Transportation	3	$ 6,176,300.00	$ 6,176,300.00	$ 6,650,307.26	$ 691,412.82	$ (1,165,420.08)
Community Ed	4	$ 8,658,980.50	$ 8,950,128.54	$ 5,970,378.84	$ 20,147.98	$ 2,959,601.72
Operating Captial	5	$ 8,394,018.57	$ 8,394,018.57	$ 5,048,072.00	$ 1,488,366.77	$ 1,857,579.80
Building Construction	6	$ -	$ 21,472,543.00	$ 15,463,957.90	$ 542,218.82	$ 5,466,366.28
Debt Service Fund	7	$ 24,691,484.56	$ 24,691,484.56	$ 26,473,174.36		$ (1,781,689.80)
Trust Fund	8	$ 250,000.00	$ 250,000.00	$ -		$ 250,000.00
Dental Insurance Fund	20	$ 924,000.00	$ 924,000.00	$ 778,130.82	$ 70,453.62	$ 75,415.56
Student Acitivity	79	$ 414,040.00	$ 432,775.81	$ 118,667.54	$ 1,444.84	$ 312,663.43
EXPENSE	**TOTALS**	**$ 158,295,046.30**	**$ 188,471,482.71**	**$ 149,668,390.92**	**$ - $ 8,952,359.87 $ -**	**$ 29,850,731.92**

Fin 160 ESSER III	**Expenses**
Program 030 Asst Supt	$ 62,073.08
Program 110 Admin	$ 121,949.59
Program 108 Tech	$ 5,386,167.54
Program 203 Elem	$ 1,485,582.68
Program 211 Secondary	$ 1,091,629.52
Program 640 Staff Dev	$ 14,751.41
Program 805 Operations	$ 86,592.41
Program 760 Transportation	$ 253,476.47
Program 740 Pupil Engage	$ 9,203.63
	$ 8,511,426.33

Fund 06 Build construction: Program 870	**Expenses**
debt serv payment/prof serv course 000/000	$ 1,042,859.67
admin owner pymnt course 800	$ 11,546.49
admin design serv course 801	$ 145,681.12
admin constru mngmt course 802	$ 185,608.83
admin commissions course 803	$ 27,967.29
interior surf constr costs course 804	$ 14,056,192.78
admin site services 805	$ 262,614.26
long term lease 806	$ 825.00
	$ 15,733,295.44

	Ex Curricular	**Fund 01**
Program 298	Revenue	$ 360,629.00
Program 298	Expense	$ 459,368.95

Fundraisers Reported
April 2023

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	School-wide PBIS Team	$8,000.00	GoFundMe to support students going to Valley Fair

KEMPS®
SINCE 1914
Good Comes Around™

Duluth Public Schools ISD 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Cathy,

We are submitting the following price quote to you for the 2023-2024 School year. Our Grade A products meet all local, State and Federal requirements for the lunch program.

All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

March 2023 Pricing

Chocolate Skim	ECO Half-Pint	$0.346
Skim	ECO Half-Pint	$0.333
1%	ECO Half-Pint	$0.344

We appreciate your consideration of Kemps to supply your school with milk for the 2023-2024 School year.

Sincerely,

Kyle Punton
General Manager
Kemps – Good Comes Around.
420 West Broadway Avenue
Minneapolis, Minnesota
612.723.5596

Jill Lofald, Board Chair



Kemps General Information

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

Key Bid Contact: Kyle Punton
General Manager
612-723-5596
Kyle.Punton@Kemps.com

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

Return Milk Policy:

Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration OR any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of your next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk that goes outdated.

Renewed Bids:

At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etc.

We appreciate the consideration for your business and look forward to serving you in the 2023-2024 School Year.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1303 - Dairy per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5.. **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.

6.. **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.

7. **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.

8. **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.

9. **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, Exec. Dir. of Finance & Business Services , 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 Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411.

10. **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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1303 specifications.

15. **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.

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	41-1336018 SSN/Tax ID Number	4/19/23 Date
Program Director		Date
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services

FROM: Cathy Holman, District Purchasing Coordinator

SUBJECT: RFP – 314 Copier Service Contract

DATE: May 5, 2023

Bids for district Copier Service Contract were advertised in the Duluth News Tribune and sent to six (6) providers of copiers and service of copiers.

Two responses were received:

1. Great Lakes Office Solutions
2. Marco Technologies

Three other companies responded prior to the bid opening declining to bid, but requesting to remain on the vendor list for future consideration. One company did not respond.

The vendors were asked to complete cost per copy pricing on specific machines based on copies per minute (CPM) in both color copying and black and white copying. They were also asked to define their charges for pre-service contract inspections and guaranteed response time to a call-out. These parameters were used to determine who had the lowest price overall.

The recommendation is to award Great Lakes Office Solutions RFP #314 for the term of 7/1/23 through 6/30/28. Defined as a four (4) year contract period based on annual renewals by mutual agreement with an optional one (1) year extension at ISD 709's discretion.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Great Lakes Office Solutions, 1423 N 8th St, Superior, WI 54880, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2028, 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.** RFP 314 Copier Service Contract per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5.. **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.

6.. **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.

7. **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.

8. **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.

9. **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, Exec. Dir. of Finance & Business Services , 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 Great Lakes Office Solutions, 1423 N 8th St, Superior WI 54880.

10. **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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of RFP 314 specifications.

15. **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.

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL
PAGE 1 OF 5

NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

1) Segment (1) copiers - 49 CPM and below
Approximately eight (8) copiers with an estimated annual total volume of 621,000 copies.

Copiers representing this segment:
Konica Minolta Bizhub 368 (3)
Konica Minolta Bizhub 454e (1)
Konica Minolta Bizhub 450i (1)
Konica Minolta Bizhub 458/458e (3)

Proposed cost per copy $ .0059 X 204,000 est. annual usage = $ 3,663.90 Ext
(Total of all above equipment for this segment)

2) Segment (2) copiers - 50 CPM and above:
Approximately thirty-eight (24) copiers with an estimated annual total volume of 2,620,200 copies.

Copiers representing this segment:
Konica Minolta Bizhub 550i (3)
Konica Minolta Bizhub 552 (3)
Konica Minolta Bihzub 554e (6)
Konica Minolta Bizhub 558/558e (4)
Konica Minolta Bizhub 654e (3)
Konica Minolta Bizhub 658e (3)
Konica Minolta Bizhub 754 (2)
Konica Minolta Bizhub 654e (1)
Konica Minolta Bizhub 658e (3)
Konica Minolta Bizhub 754e (2)

Proposed cost per copy $ .0047 X 2,620,200 est. annual usage = $ 12,314.00 Ext
(Total of all above equipment for this segment)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 2 OF 5

3) Segment 3 color copiers - 50 CPM and above:
Four (4) copiers with an estimated annual total volume of 214,370 copies black/white and color as calculated below.

Copiers representing this segment:
Konica Minolta Bizhub C652 (1)

Proposed cost per black/white copy $ .0085 X 25,000 est. annual usage = $ 212.50 Ext

Proposed cost per color copy $ .07 X 5,000 est. annual usage = $ 350.00 Ext

Konica Minolta Bizhub C558 (2)

Proposed cost per black/white copy $ .0048 X 127,000 est. annual usage = $ 609.60 Ext

Proposed cost per color copy $ .033 X 46,000 est. annual usage = $ 1,518.00 Ext

Konica Minolta Bizhub C3320i (1)

Proposed cost per black/white copy $ .0068 X 10,600 est. annual usage = $ 72.08 Ext

Proposed cost per color copy $ .053 X 7,700 est. annual usage = $ 408.10 Ext

B. CHARGE PER MACHINE FOR PRE-SERVICE CONTRACT INSPECTION, IF NOT PREVIOUSLY ON A SERVICE AGREEMENT WITH YOUR FIRM:

$ 0 PER MACHINE

C. GUARANTEED RESPONSE TIME FOLLOWING CALL-OUT: 4 HRS

D. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 3 OF 5

E. SUPPLEMENTAL DATA

A. Names of other school districts and information relative to copier services your company provides at present.

Name of School District:	City:	No. of School Years:	No. of Employees:	No. of Copiers:
ISD 709	Duluth	21		37+
ISD 94	Cloquet	24		21+
ISD 704	Proctor	21		10
FDL-Ojibwe Schools	Cloquet	13		3

B. Number of personnel employed by your company.
Sales: 1

Service Technicians: 3

Office Personnel: 2

Total Personnel: 6 + 2 Delivery & Maintenance Personnel Part-time

C. The person(s) in your company who will ensure compliance with the provisions of the contract:

Richard Karlon, President (Name/Title)

Jeff McKay, Vice President (Name/Title)

Dave Ribich, Vice President (Name/Title)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 4 OF 5

D. Additional information, which will clarify or further explain your proposal.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 5 OF 5

** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy __ restricts _X_ does not restrict me, or the firm from submitting a request for proposal.

If this policy restricts you from bidding, please explain: _____

_____

The undersigned, having carefully examined the specifications for Canon Copier Maintenance, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with said specifications as per the attached.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

AUTHORIZED BY: RICHARD A. KARLON

SIGNATURE: 

ADDRESS: 1423 NORTH 8TH STREET

CITY: SUPERIOR STATE: WI ZIP: 54880

TELEPHONE: (218) 722-9013 FAX: (218) 722-9048

DATE: 5 / 3 / 2023

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request Proposal. These figures represent the current agreement approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

Transportation Waiver for Duluth Head Start

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

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

By signing below, you are acknowledging that you approve this waiver.

_____	_____
Jill Lofald, School Board Chair	Shandi Mickle, Policy Council Chair

April 25, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Andie Albers	Academic Excellence Online	6/6/2023
Teegan Bentley	Academic Excellence Online	6/6/2023
Kiley Bourdeau	Academic Excellence Online	6/6/2023
Joseph Bourgeois	Academic Excellence Online	6/6/2023
Riley Brett	Academic Excellence Online	6/6/2023
Cedar Canfield	Academic Excellence Online	6/6/2023
Landon Compton	Academic Excellence Online	6/6/2023
Anna Dols	Academic Excellence Online	6/6/2023
Kendall Dougherty	Academic Excellence Online	6/6/2023
Alexander Gybin-Leege	Academic Excellence Online	6/6/2023
Nora Johnston	Academic Excellence Online	6/6/2023
Tyler Kienlen	Academic Excellence Online	6/6/2023
Andrew Larson	Academic Excellence Online	6/6/2023
MacKenzie Majchrzak	Academic Excellence Online	6/6/2023
Taylin Messick	Academic Excellence Online	6/6/2023
Brynn Olson	Academic Excellence Online	6/6/2023
Gretta Peterson	Academic Excellence Online	6/6/2023
Anika Pfau	Academic Excellence Online	6/6/2023
Sophie Raisanen	Academic Excellence Online	6/6/2023
Madison Reed	Academic Excellence Online	6/6/2023
Zachary Ronn	Academic Excellence Online	6/6/2023
Jesse Sershon	Academic Excellence Online	6/6/2023
Sage Stratioti	Academic Excellence Online	6/6/2023
Lauryn Ugrich	Academic Excellence Online	6/6/2023
Annika Vine	Academic Excellence Online	6/6/2023
Albert Weiner	Academic Excellence Online	6/6/2023
Zander Ziemski	Academic Excellence Online	6/6/2023

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

Nathan Glockle, Principal

Kathleen Wilson, Area Learning Center Clerical

4/26/2023

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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Josephine Elizabeth Hadrich	**East High School**	**6/6/2023**
Mari Ofelia Rodriguez-Hernandez	**East High School**	**6/6/2023**
Brandon Patrick Danielson	**Denfeld High School**	**6/6/2023**

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

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Duluth Public Schools

Shannon Brown <shannon.brown@isd709.org>

Diploma Request

1 message

Darcy Motschenbacher <darcy.motschenbacher@isd709.org> Thu, Apr 20, 2023 at 8:38 AM
To: Shannon Brown <shannon.brown@isd709.org>

Good morning

Could I please request a diploma for Giorgio Nikolas Lustig? He has completed his requirements in the Bridge Program.

Date of graduation: May 30, 2023

Please let me know if you have any questions.
Thank you,
Darcy

--

Darcy Motschenbacher
Senior Office Support Specialist
East High School
301 N 40th Ave E
Duluth, MN 55804
Ph#: (218) **336-8845 ext. 2142**
Fax#: (218)336-8859

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Duluth Public Schools

Shannon Brown <shannon.brown@isd709.org>

Diploma

1 message

Claudia Anderson <Claudia.Anderson@isd709.org> Tue, Apr 25, 2023 at 11:16 AM
To: Shannon Brown <shannon.brown@isd709.org>

I would like to request a diploma for Emmett Dallmann, graduation date of April 24, 2023. He just completed the Bridge Program.

--
Claudia Anderson
Substitute Secretary

Denfeld High School
218.336.8830
Claudia.anderson@isd709.org

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Duluth Public Schools

Shannon Brown <shannon.brown@isd709.org>

Duplicate Diploma

1 message

Claudia Anderson <Claudia.Anderson@isd709.org> Mon, Apr 17, 2023 at 2:47 PM
To: Shannon Brown <shannon.brown@isd709.org>

Hi Shannon,

I would like to request a duplicate diploma for Gary Donald John Walsburg. Graduation date of June 7, 2001.

Please let me know if you need any additional information.

Thank you.

Claudia

--
Claudia Anderson
Substitute Secretary

Denfeld High School
218.336.8830
Claudia.anderson@isd709.org

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April 25, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

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

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Clayton Haller	**Duluth Public Schools**	**4/25/2023**

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

April 24, 2023

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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Annalita Lawrence	**Duluth Public Schools**	**4/24/2023**

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

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 20, 2023

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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ava Belle McCarty	**Duluth Public Schools**	**4/20/2023**

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

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved Name: _____
☐ Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved Name: _____
☐ Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☑ Recommended Name: [signature]
☐ Not Recommended Date: 4/10/23

Assistant Superintendent: ☒ Recommended Name: Anthony Bent
☐ Not Recommended Date: 5/5/23

School Board: ☐ Approved Name: _____
☐ Not Approved Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☑ Extended

1. Organization/Grade/Course Planning Trip: Laura MacArthur 5th Gr.
2. Contact Person (Responsible for Checklist Completion): Adam Metzer
3. Field Trip Date(s): 5/31 - 6/2 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): Wolf Ridge environmental learning programing & experience
5. Field Trip Departure from School (Date and Time): 5/31 - 8:30 AM
   Field Trip Return to School (Date and Time): 6/2 - 1:30 PM
6. Objectives of Field Trip: Environmental education
7. Relationship to Curriculum or Student Learning: achieves many Science standards
8. Planned Follow-up Field Trip Activities: journaling, whole group reflection, satisfaction survey
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$ 150/person
Total Meals	$
Total Lodging	$
Total Transportation ☑ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	$
Total Additional Stipends:	$
Other:	$
Total	$

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees		$ 180.00 (fundraising & 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). N/A
  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 – Included 2022 DTrip, It will be very similar

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

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

Signature of Contact Person: _____

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 – Planned By WR
- ☑ 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: _____

I am including the planning docs from last year's trip. We will have the same document prepared for this year.

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Last years form

Dear 5th Grade Families,

We are excited to announce that the 5th grade class will be going to the Wolf Ridge Environmental Learning Center at the end of this school year.

Wolf Ridge website https://wolf-ridge.org/

This trip is a marvelous opportunity for our students to learn new skills, practice science inquiry, work as a community and have fun with their peers. Wolf Ridge is often a trip children remember their whole lives. Over the next months, we expect and require that each student act responsibly, respectfully, and safely inside and outside of school in order to earn the privilege to attend the trip.

Important Dates

- When; May 9th-11th, 2022
- Where; Near Finlayson, MN (about 70 miles northeast of Duluth)
- What: A three day, two night, learning experience focused on science, inquiry, and team building.
- Cost; $50.00per Student to be paid by families
- Due Dates: We are asking families to pay at least $25.00 by 03/31/22
- **The full balance is due 04/30/22**

Student Behavior (*please read with your student and sign below)*

Our trip to Wolf Ridge is an experience that promotes a sense of community and team building among students. The focus is to provide experiences that engage students in building skills of responsibility and self-confidence, while learning about the environment through outdoor educational activities. Students should come home from the experience exhausted from all of the activity being conducted over the three days at the environmental center.

FAQ

What will my student need to bring with?

Practical clothing for being outside in the late spring (jacket and good walking shoes), toiletries, and bedding (sleeping bag/blankets & pillow), a water bottle, and any medications that your child uses.

Students may bring money to spend at the gift shop but it is their responsibility. Also students should bring a book to read during quiet time before bed.

What if my child is not able to go to Wolf Ridge because of their behavior?

Students who are not able to attend the Wolf Ridge trip will come to school as normal and have regular classes and expectations.

Can my student bring a cellphone?

Wolf Ridge does not allow TECHNOLOGY such as ipods/mp3 players, ipads/notebooks and cell phones as they tend to be distracting/problematic and take away from the outdoor experience.

Can my child bring snacks or candy with them?

No, meals and snacks will be provided. **Please do not allow your child to bring any candy or snack with them.**

To provide for a safe and memorable trip, students are reminded that we will be using the same behavioral expectations at Wolf Ridge as we do at Laura MacArthur.

Students are expected to be SOARing:

I will be....

- Safe
- On Task
- Act with Kindness
- Respectful

Expectations:

- All students will follow "Wolf Ridge" requirements and rules. These rules are set for any and all schools that participate at Wolf Ridge.
- Students will be respectful and responsible.
- Students will be a positive influence and will demonstrate that they are "gracious guests".

What happens if students follow the expectations:

- Everyone is safe and has a good experience with their friends and the adult supervisors.
- All groups will be able to participate in the activities planned for the group.

What happens if students <u>choose not</u> to follow the guidelines:

1. The adults will be working closely with students and will provide reminders of proper behavior and actions.
2. If a student continues to make poor choices, a teacher will conference with a student and complete a "Fix it Plan". Once the student has demonstrated that they are ready to resume activities, they will re-enter the group. Parents will be notified a "fix it plan" has been created (if needed).
3. If after creating a plan, a student <u>continues</u> to make poor choices, a phone call home will be made and parent(s) will be required to come pick up their child. If a parent cannot pick their child up, we will have to charge the standard mileage reimbursement rate per mile to have an adult bring the child home.

We are not expecting any early trips home for students if expectations are being followed and students are striving to do their personal best.

Parent Signature	Student Signature

Wolf Ridge Packing List

- ❑ Clothes (Long pants, shorts, short sleeve shirts, sweatshirt, light jacket)
- ❑ Shoes (good for walking/climbing/hiking)
- ❑ Pajamas
- ❑ Bedding (sleeping bag + pillow or blanket, sheet, and pillow)
- ❑ Book
- ❑ Hat
- ❑ Water Bottle
- ❑ Toiletries (toothbrush, toothpaste, soap, **deodorant**)
- ❑ Towel
- ❑ Sunscreen & Bug Repellent
- ❑ Optional - Spending money for the gift shop

PLEASE DO NOT BRING THE FOLLOWING ITEMS

Toys	Candy	Stuffed Animals	**Electronics**	Flashlights
Perfume	Gum	Snacks	Slime	

Rules for Wolf Ridge:

Please review prior to your trip.

1. Students must be with an adult at all times. You will usually be with your group leader.
2. No one is allowed to go back to the dorm without an adult.
3. Shoes or boots are not allowed in the dorm rooms. Leave them lined up neatly outside your door in the hallway.
4. All gear must be packed and ready to go Wednesday morning before Breakfast, so Wolf Ridge staff can start cleaning.
5. Keep the rooms clean and neat at all times so you are ready for inspection for the conservation award.
6. If you have KP duty, be at the dining hall at the correct time and stay with your adult supervisor. (7:15, 11:45, 4:45)
7. Quiet Time is from 9:30 pm to 6:30 am.
8. We are walking at all times, within the building.
9. Be on your best behavior at all times. We are representing Laura MacArthur Elementary School!
10. **Remember- All electronic devices, food, and gum are to stay home. They do not allow these there.**

****

Signature Sheet

By signing below, I understand the following and am willing to comply with the set expectations:

- I have reviewed the letter regarding student expectations and the "Rules for Wolf Ridge" information. I understand that this is a requirement for students.
- I understand that if it is required, students may be asked to leave Wolf Ridge due to not complying with the behavior expectations. If my child is required to come home, **I will drive to Wolf Ridge to pick him/her up.**
- <u>If I cannot drive there</u>, I know that I will be charged $0.54 per mile to offset staff costs of driving him/her home and will pay this cost within 5 school days of the incident.

Student Name (Printed)	Student Signature
Parent Signature	Date

Wolf Ridge Detail Schedule

Time	Pav	Metzer
Monday May 9th		
7:35	Arrive at LM, gather in Large Muscle Room. (near front entrance) Students should get breakfast. Pick up med bags from Nurse.	
8:05	Begin loading the bus, everyone should have a bathroom break before we head out. Students load bags on to the trailer.	
8:15	Depart LM	
9:45	Arrive at WR, give room assignments and get unpacked.	
10:30 - 11:45	Meet with WR staff for welcome. *If there is extra time here we plan to take a quick nature walk.*	
12:30	Lunch - Fireplace Dining Hall	
1:30 - 4:30	Class - Ridgeview Adventure Ropes - ED6	Class - Skyview Adventure Rope - ED Lobby
5:30	Dinner - Fireplace Dining Hall	
6:30 - 9:00	Evening Presentation SC1 6:30 - 7:15 Evening Meeting - Lobby MAC Campfire 8:00 - 9:00	Evening Presentation SC1 6:30 - 7:15 Evening Meeting - Lobby MAC Campfire 8:00 - 9:00
9:30	Bedtime, Lights Out	
Tuesday May 10th		
7:00	Everybody up and getting ready	
7:45 - 8:10	Breakfast - Fireplace Dining Hall	
8:30 - 11:30	Ojibwe Heritage ED6	Wetlands ED9
12:30	Lunch - Fireplace Dining Hall	
1:30 - 4:30	Superior View Hike ED11	Ojibwe Heritage ED5
5:30	Dinner - Fireplace Dining Hall	
6:00 - 9:00	Light Hike & Craft	Light Hike & Craft
9:00 - 9:30	Journaling/Reading	
9:30	Bedtime, Lights Out	

Time	Pav	Metzer
Wednesday May 11th		
7:00	Everybody up and getting ready	
7:45 - 8:10	Breakfast - Fireplace Dining Hall	
8:30 - 11:30	Wetlands ED9	Superior View Hike ED7
11:30 - 12:00	Pack Up, double check that rooms are clean and nothing if left, Begin loading the bus at 12:00. Pick up our to-go lunch, BATHROOM BREAK!	
12:15	Everyone on the bus, headcount, start passing out lunch when we are on the highway.	
1:30	Arrive back at LM. Load back into the Large Muscle Room	
1:30 - 2:15	Check out students whose parents come to pick them up,.Return meds to Nurse.	

Pav Learning Group 6b		Metzer Learning Group 6a	
Cal	**Travis**	**Len**	**Stephanie S.**
Rylie	Jonathon	Mason	Adri
Nevaeh	Liam	Nathan	Cadel
Kyla	Chris	Ethan G	Jackie
Shania	Jaden	Nikki	Maddy
Merci		Saniyah	Tasha
Kamirra		Aiyana	
Katelyn		Emma	
		Talon	

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved Name: _____
☐ Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved Name: _____
☐ Not Approved Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended Name: Danette Schu
☐ Not Recommended Date: 5/2/23

Assistant Superintendent: ☒ Recommended Name: Art Jennings Ind L
☐ Not Recommended Date: 5/9/23

School Board: ☐ Approved Name: _____
☐ Not Approved Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Duluth East Birch Log (yearbook)
2. Contact Person (Responsible for Checklist Completion): Heidi L. Bohlmann
3. Field Trip Date(s): June 26-29, 2023 Destination: Gustavus Adolphus College St. Peter, MN
4. Field Trip Overview (Include events, establishments and locations): Yearbook training for editorial board (see attached)
5. Field Trip Departure from School (Date and Time): Monday, June 26 2PM
   Field Trip Return to School (Date and Time): Thursday, June 29 5PM approx.
6. Objectives of Field Trip: Theme, coverage, journalism, design & photography training
7. Relationship to Curriculum or Student Learning: This is for yearbook class
8. Planned Follow-up Field Trip Activities: 2023-2024 yearbook class production of BirchLog.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	$1835
Total Meals (Included)	$
Total Lodging (Included)	$
Total Transportation ☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: ☒ Private Vehicle (requires certificate of insurance) ~ Name: Heidi Bohlmann mileage 452 miles	$
Total Additional Stipends:	$
Other:	$
Total	$

Revenues		
District Budget	Code:	$
Booster Group		$
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
2Pm	leave East H.S. to drive to St. Peter & return Thurs.
	All activities are at the college

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

Signature of Contact Person: Linda L Bohlmann

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: Linda L Bohlmann

JOSTENS SUMMER YEARBOOK WORKSHOP



"I LOVE yearbooks. I love that yearbook students have the opportunity to practice business skills in a real way with every book sale, photo shoot, interview, editorial decision, and design assignment. Yearbooks provide so many positive experiences to those who build them as well as those who buy them," Walsh said.

Walsh, MJE, is a Jostens Creative Account Manager. During her 26 years as a public and private school English teacher and journalism adviser, she helped many staffs turn their dreams into reality.

Her staffs earned CSPA gold medal ratings, NSPA All-American ratings, placed in NSPA Best of Show contests, and received JEA Write-Off honors. She was awarded CSPA's Gold Key for service to scholastic journalism in 2011 and selected as a Distinguished Adviser by JEA's Yearbook Adviser of the Year committee in 2012.

ONLINE REGISTRATION FOR ALL!

YES - CLICK HERE TO REGISTER

REGISTRATION INFORMATION

Resident Student: $375

Includes all instructional materials, computer training, dorm rooms for both nights and all meals starting with lunch on Tuesday and ending with lunch on Thursday.

Resident Adviser: $335

Includes all instructional materials, computer training, dorm rooms for both nights and all meals starting with lunch on Tuesday and ending with lunch on Thursday.

Commuting Student: $295

Includes all instructional materials, computer training, lunch, and dinner Monday only (no housing or breakfast provided).

Commuting Adviser: $295

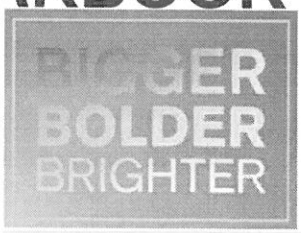
Includes all instructional materials, computer training, lunch and dinner Monday only (no housing or breakfast provided).

Early Arrival: +$50

Arrive Monday, June 26 between 6:00 and 7:00 pm. Includes dorm room. No food included before lunch on June 27th

THERE WILL BE A $20 PER PERSON LATE FEE FOR ALL REGISTRATIONS RECEIVED AFTER JUNE 9th 2022.

PLEASE SEND YOUR FORMS IN EARLY!



June 27, 28, 29

Check-in 8-9:30am: Start at 10am

End on June 29th approximately 12:30-1:00pm

Each participant will need to fill out the registration online and print out the Medical/Liability release form and mail/ email it to:

Jostens/Nicole Horvat
Summer Yearbook Workshop
3881 Oak Lane NE
Lexington, MN 55014
Nicole.Horvat@Jostens.com

Payable to: Horvat Consulting, Inc.

Mail payments to the above address. Release forms and payment **must** be received by June 9th, 2023 to avoid late payment fee of $20



Don't Forget to Bring

Yearbook Supplies

Most current yearbook, 2023 completed ladder, 2024 blank ladder, font and color guide from yearbook kit, camera, preliminary plans for this year's cover, theme and design. Magazines for design ideas, pencils, pens, markers, **laptop, Chromebooks, etc.**

Survival Supplies

Sheets, blankets and pillows are provided, but you may want your own. Bring a few bucks spending money for the book store, FAN!, swimsuit, shower shoes/flip flops, your special pillow, jacket for evenings, snacks and comfortable shoes.

What You'll Do

Attend general sessions taught by yearbook expert Liz Walsh.

Sessions include theme, coverage, journalism, design and photography. Attend small break-out sessions that pertain specifically to your needs. Create a theme for your book. Learn your creation program. Complete a page ladder. Design sample layouts that incorporate your theme. Attend a 45-minute personal cover-design session with a professional artist. Plus create a marketing plan to put your book sales over the top!

Questions? Contact your representative:email: first.last@jostens.com or call below number(s)

Jeff Fallon	Nicole Horvat	Beth Johnson	Sherri Loney	Paul Sorenson
507.990.1819	612.227.6662	218.590.0694	612.868.1820	651.263.7170

*Adopted:*_____ *MSBA/MASA Model Policy 901*
Orig. 1995
*Revised:*_____ *Rev. 2022*

901 COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district. Community education and its funding stream includes Community Education, Early Childhood and Family Education (ECFE),

II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

A. Maximum use should be made of public school facilities within the school district service area.
B. Educational needs and interest of area residents should be determined periodically.
C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
D. Area residents should be encouraged to actively participate in program opportunities.
E. Outreach and collaboration with the full Duluth community should be equitable and ongoing.

III. COMMUNITY EDUCATION ADVISORY COUNCIL

A. The council shall assist in promoting the goals and objectives of the program.

B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.

C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.

D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

3188 VIDEO SECURITY OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic security systems on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Video security systems may exist in any school district building or on any school district property.

B. Use of Video Security Systems

1. Video security information will be viewed by school district as needed and/or when problems have been brought to the attention of the school district.

2. Video security information will be released only in conformance with the Minnesota Government Data Practice Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. & 1232g and the rules and/or regulations promulgated there under.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. & 121A.585 (Notice of Recording Device)
20 U.S.C & 1232g (Family Education Rights and Privacy Act)
34 C.F.R. Secs. 99.1-99.67
Cross References: MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Videotaping on School Buses)

Adopted: 09-21-2010 ISD 709
Revised:

712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.

2. Video surveillance may occur in any school district building or on any school district property.

3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. ~~Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.~~

B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.

2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.

3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)

Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Stat. § 609.746 (Interference with Privacy)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)

Adopted: _____ *MSBA/MASA Model Policy 509*
Orig. 1995
Revised: _____ *Rev. 2022*

509 ENROLLMENT OF NONRESIDENT STUDENTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application. The school district may not

use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

D. Application

The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."

E. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is

placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References:
Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

~~5035 NON-RESIDENT ENROLLEES~~

~~The Superintendent may admit non-resident students who do not qualify for enrollment under the Minnesota Open Enrollment Law, but shall assess the usual non-resident tuition if in his/her judgment it should be paid. The tuition charges shall be equivalent to the cost of education per student as established annually by the School Board.~~

~~References: MSA 120.06~~

~~Adopted: 06-09-70 ISD 709~~
~~Revised: 06-20-95 ISD 709~~

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPS FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds. ~~This includes students with or without an Individualized Education Program (IEP).~~

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, o property of the student, other students, staff members, or school property, that student may be removed ~~behavior that constitutes an emergency, that student may be subject to the use of restrictive procedures and/or the removal~~ from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

~~A~~ F. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

~~B~~ C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

~~C~~ D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to

promote school safety, security, and positive relationships with students.

~~D~~ A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

~~F~~ B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan~~, if applicable~~. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students,

staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

In removing a student from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by ~~Minn. Stat. §~~ Minnesota Statutes section 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under ~~Minn. Stat. § 626.556~~ Minnesota Statutes Chapter 260E;

6. Physical holding (as defined in ~~Minn. Stat. §~~ Minnesota Satutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by ~~Minn. Stat §~~ Minnesota Statuets section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE ~~(Willie Jett)~~ specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of ~~prone restraints~~ seclusion. By ~~June 30~~ January 15, April 15, July 15, and October 15 of each year, districts must report ~~summary data on the use of restrictive procedures to the MDE~~, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report ~~The~~ summary data. The summary data must include information ~~about~~ on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removel by Police Officer)~~, Subd. 2 (Aversive and Deprivation Procedures)~~

Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300.535 (Referral to Action by ~~IDEA Regulation Regarding Involvement of~~ Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing: Policy 5093
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514 BULLYING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

~~This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).~~

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to

participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any

student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the MHRA. However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. ~~Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.~~

"Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

"District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

"On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Duluth School District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not represent that it will provide supervision or assume liability at these locations and events.

~~"Building Report Taker" is language from the Safe and Supportive Schools legislation and in the Duluth School District means the Building Principal or Designee. This policy will refer to the "Building Report Taker" as "Principal or Designee" throughout the document.~~

~~STATEMENT OF PROHIBITION~~

~~An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school-related functions. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.~~

~~Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.~~

~~Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.~~

~~False accusations or reports of bullying against another student are also prohibited.~~

~~No District employee, volunteer, or contractor shall permit, condone, or tolerate bullying.~~

IV. REPORTING PROCEDURE

~~It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.~~

~~A person may make an initial report to any District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.~~

Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well

The Duluth School District has made available to the reporting party or complainant the use of a report form. ~~See the Parent & Student Handbook, c~~Contact the Principal, or Duluth Public Schools ~~District~~ Website at isd709.org/families/bullying-harassment to access bullying report forms.

The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the ~~principal or designee~~ building report taker, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth Public Schools ~~District~~ Website at isd709.org for Principal and Duluth Public Schools ~~District~~ contact information.

The ~~principal or designee~~ building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The ~~principal or designee~~ building report taker or a third party designated by the school district shall be responsible for the investigation. The ~~principal or designee~~ building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected

individuals as appropriate.

A District employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes or has other knowledge or belief of conduct that may constitute bullying shall make reasonable efforts to address and resolve the prohibited conduct and inform ~~principal or designee~~ the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

V. ~~PREVENTION, INVESTIGATION, AND RESPONSE~~ SCHOOL DISTRICT ACTION

~~Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.~~

~~It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented – to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.~~

~~Prevention – Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.~~

Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others,

pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the ~~principal or designee~~ the building report taker may take into account following factors:

- The developmental ages and maturity levels of the parties involved.
- The potential for culturally misinterpreting behavior.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

~~Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.~~

Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:

    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)

- Connecting students/families to school, district, community resources
- Consideration of a restorative process if all parties are prepared and willing

~~Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.~~

The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program ("IEP") team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

Investigation of a bullying incident shall be initiated as soon as possible but no later than three school days of receipt of a report. The Duluth School District may take immediate steps, at its discretion, to protect the target or victim of bullying or other prohibited conduct, the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. ~~The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.~~

Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

VI. RETALIATION OR REPRISAL

~~The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.~~

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

VIII. ~~PROFESSIONAL DEVELOPMENT~~ TRAINING AND EDUCATION

The District shall discuss this Policy with District employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this Policy.

~~Staff Professional development will:~~

A. ~~Be required on a three-year cycle for all school personnel to prevent, identify, and respond to bullying behavior.~~ The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. A district or school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:

1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
4. Recognizing, responding to and reporting bullying.
5. Information about the incidence and nature of cyberbullying.
6. Information about Internet safety issues as they relate to cyberbullying.
7. Student-staff relationships and initial responses to students making a report.
8. A review of the district's reporting requirements related to bullying and cyberbullying.

Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

IX. NOTICE

The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff ~~through the following practices:~~ , and this policy shall appear in the student handbook.

~~A. A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.~~
~~B. This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.~~
~~C. This policy shall be given to each district employee and independent contractor at the time of entering into the person's employment contract.~~
~~D. Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.~~
~~E. A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.~~
~~F. This policy must be available to all parents and other school community members in an electronic format in the languages appearing on the district or school Web site, consistent with the district policies and practices.~~

This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084
First Reading: 7/18/2017
Adopted: 8/22/2017 ISD709

Adopted:_____ *MSBA/MASA Model Policy 515*
Orig. 1995
Revised:_____ *Rev. 2022*

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

"Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;

2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

4. personally identifiable data which references religion, race, color, social position, or nationality; or

5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means *[designate title and actual name of individual]*.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

~~***[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]***~~

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records

disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a. in plain language;

   b. dated;

   c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

   d. specific as to the nature of the information the subject is authorizing to be disclosed;

   e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

   f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

   g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

   Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the

eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

   a. performs an institutional service or function for which the school district would otherwise use employees;

   b. is under the direct control of the school district with respect to the use and maintenance of education records; and

   c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

    The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the

information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

    The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal

identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a

student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

3. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information

is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the

responsible authority shall consider the following factors:

a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority *[designate title of individual, i.e., building principal]* in writing by *[date]* each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of

dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

[Note: 42 United States Code section§ 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a

student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. <u>Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student</u>

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

   e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means *[designate title and actual name of individual]*.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate,

misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer

Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

5060 COLLECTION, MAINTENANCE, DISSEMINATION, AND RETENTION OF STUDENT RECORDS AND INFORMATION

Schools maintain extensive and intimate information about students and their families for legitimate educational purposes, including instructional, guidance, evaluation, and research. The collection and maintenance of information about students or their families constitutes an intrusion into their privacy. Therefore, efficient administration of student records is a fundamental responsibility of the School District.

The internet and secure web access have altered the ways that confidential information may be accessed, communicated, and transferred by members of society. Those changes are influencing instruction and student learning. The School Board supports access by students, parents/guardians, teachers, and administrators to informational resources that will improve participation in a child's education and improve communication between students, parents/ guardians, and the students' teachers.

The Duluth Public Schools manages student information electronically and will make the education records available for viewing only to authorized parents/guardians and students with a secure connection over the internet. All parents/guardians and students will comply with the internet use regulations and all technology regulations/procedures, as well as all other District policies that may apply.

The purpose of a Records Retention policy is to provide a plan for managing student records by giving continuing authority to dispose of records under Minn. Statute 138.17. The responsible authority for the maintenance and security of student records shall be the Superintendent of Schools.

Previously, the School District adopted the Student Records section of the School District General Records Retention Schedule as developed and published by the Minnesota Department of Administration (School Board Resolution B-7-99-1913 dated July 20, 1999). The District will comply with all of the minimum standards set out in the Retention Schedule. Although the District reserves the right to retain certain records for a period longer than the State proposes, it will not shorten any retention period to less than what is recommended by the Department of Administration.

Special Education Records

All records of students receiving special education services will be retained for at least seven years following the last date of eligibility for services to the student. The "last date of eligibility for services" means either the student's graduation or the last day on which the student was eligible for services from the District, whichever is later.

Reference: MN Data Practices Act, Chap 13

Adopted: 06-09-1970 ISD 709
Revised: 09-21-2010
05-17-2005
06-20-1995
05-09-1989
06-10-1986
05-11-1976
05-20-2014 ISD 709

*Adopted:*_____ *MSBA/MASA Model Policy 516.5*
Orig. 2023

*Revised:*_____

516.5 OVERDOSE MEDICATION

[Note: School districts are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of a prescription medication, particularly to an individual to whom it was not prescribed. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day ~~or at school district activities.~~

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the ~~school district's~~ medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff ~~in all school facilities and activities~~ and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to

ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

B. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

C. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select ~~numerous~~ Naloxone storage locations within the school site ~~and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).~~

[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading:

516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is the Assistant Superintendent or designee.

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

   b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

   c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

   d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the

administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

B. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

C. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select ~~numerous~~ Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)

Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference: MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading:

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 2, 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. Informational Items
     - 1) Presentations
       - a. Education Equity Advisory Committee
       - b. Check and Connect Update 2
       - c. Setting IV Update 18
         Special Services Director Jason Crane
       - d. PSS Renaming Suggestions with Community 30
       - e. The Elementary Schedule Presentation 35
   - B. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval
       - a. Transportation Waiver for Duluth Head Start 59
     - 2) Resolutions
     - 3) Other Action Items
   - C. Other
4. **ADJOURN**

Duluth Public Schools
Check and Connect Program Update
2022-2023

ISD 709 Duluth Public Schools

The Evolution of Check & Connect in the Duluth Public Schools

ISD 709 Duluth Public Schools

What is it?

Check & Connect is an intervention used with students who show **warning signs of disengagement** with school and who are **at risk of dropping out**.

- Check - Mentors s**ystematically monitor student performance** (e.g., absences, tardies, behavioral, grades)
- Connect - Mentors provide **personalized, timely interventions** to help students solve problems, build skills, and enhance competence. Mentors work students and families for **at least two years**, functioning as liaisons between home and school and **strive to build constructive family-school relationships**. See the Components and Elements of Check & Connect.

How It Started

US Department of Education, Office of Special Education Program (OSEP) charged states to develop a multi-year plan that would improve high school graduation rates for Black and/or American Indian children and youth with disabilities.

- In 2015, the Minnesota Department of Education identified Duluth Public Schools as one of four districts that accounted for approximately 30% of the population group
- MDE partnered with districts to implement an evidence-based practice to impact graduation rates
- According to the U.S. Department of Education's What Works Clearinghouse, Check & Connect **is the only program** found to have strong evidence of positive effects on staying in school.

Where We've Been

- Started slow and small, focused on building internal capacity. See: District Capacity Assessment Results Over Time
- Improved graduation rates Black and American Indian students with disabilities. See Graduation Rates Over Time
- Wrapped up initial grant in Spring 2021, sought external funding, and began planning for expansion
  - Were awarded $1.6 million to add mentors to each secondary school; later obtained additional funding to add a position at ALC and to expand data use
  - Modified mentor job description to better align with heightened post-pandemic student needs

Where We Are

Students Enrolled

316

Total Schools

5

Total Mentors

15

Average Caseload

21.1

Average Weekly Minutes

59

Program Impact

Decrease in Absences

55% or 133 of 243

Decrease in Suspensions

44% or 14 of 32

Where We Are

Four-Year Graduation Rates Over Time											
All Students	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**	**2021-22**
District	76.15	78.59	74.71	78.39	75.13	76.04	78.09	76.01	75.41	71.47	76.66
Denfeld	84.16	82.37	76.05	73.42	73.86	80.36	73.73	77.87	79.67	69.79	73.03
East	90.86	90.85	89.77	93.16	93.61	92.94	93.72	92.64	92.33	92.05	92.07
ALC	28.79	24.00	18.27	35.58	34.15	26.28	43.17	33.10	25.95	14.96	28.85

ISD 709 Duluth Public Schools

Where We Are

Four-Year Graduation Rates Over Time											
District	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
All Students	76.15	78.59	74.71	78.39	75.13	76.04	78.09	76.01	75.41	71.47	76.66
Am Indian	44.12	29.73	48.57	28.57	37.84	54.84	45.71	55.00	45.16	42.11	43.59
Asian	84.62	86.67	64.71	93.33	68.75	83.33	84.21	*	80.00	83.33	*
Hispanic or Latino	57.14	85.71	61.11	69.23	73.33	73.68	71.43	66.67	77.78	53.57	65.52
Black	57.14	42.22	44.74	44.44	36.59	36.84	63.64	57.45	53.19	39.47	41.38
White	79.11	83.4	78.86	82.92	80.49	80.41	82.14	81.11	81.85	76.72	82.57
Two or More Races	77.27	68.18	68.42	63.16	62.86	62.86	60.00	50.00	48.39	59.15	59.57
SpEd	48.53	50.00	44.35	54.96	48.62	57.63	61.48	54.55	64.17	52.48	57.25
FRL	59.37	60.99	54.76	62.24	55.52	60.98	61.80	55.21	54.71	51.57	54.75

Where We Are Going

- Continue the things that are working, such as:
  - Partnering closely with MDE staff
  - Providing ongoing professional development and support to mentors
  - Delivering the evidence-based practice with fidelity
- Transition away from district-driven leadership by continuing to building capacity at school-level
- Provide additional training and support on using data to identify students, monitor progress, exit students

ISD 709 Duluth Public Schools

Where We Are Going

- Continue to increase the percentage of historically underserved students receiving a Check & Connect mentor

Student Group	Receiving Check & Connect	Enrollment in District
Students of color	39.2%	22.5%
Students receiving special education services	21.3%	20.7%
Students receiving free or reduced price meals	64.1%	43%

- Provide Check & Connect training to other support professionals across the district
- Continue to advocate for funding to sustain the program beyond 2023-2024 school year

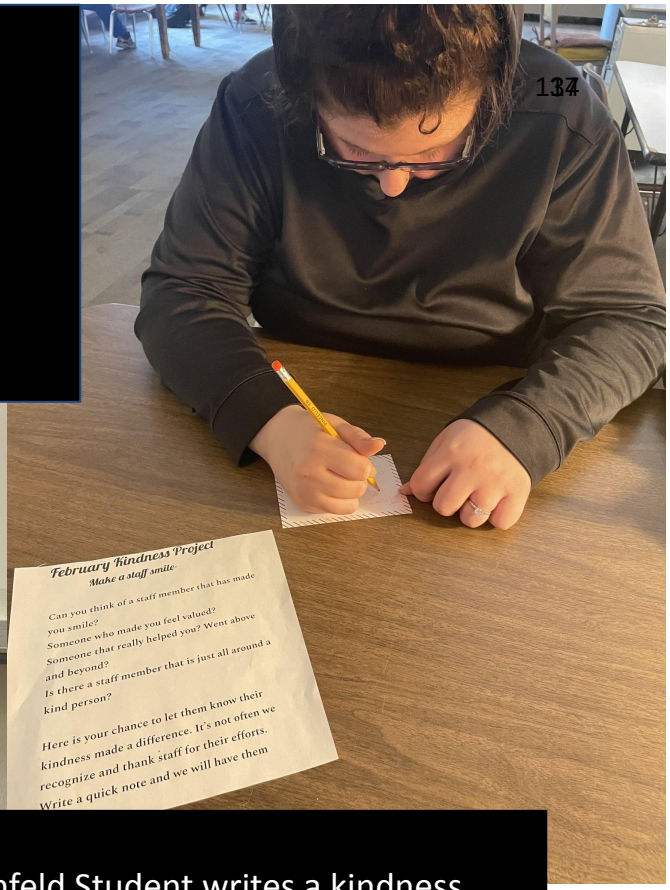
Introductions
- Staff, Students, Families -

ISD 709 Duluth Public Schools

Appendices

C&C Highlights





Denfeld Student writes a kindness card to a teacher as a thank you for their support!

Ordean mentor Justin Bachinski lets a student cut his hair based on academic performance 3rd quarter.

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Proctor C&C Mentor Skylar Gunderson spent the afternoon with East C&C Mentor Lily Schubitzke sharing ideas and strategies for working with high school students





Two Duluth East C&C mentors and their students give out kindness cards with a treat.

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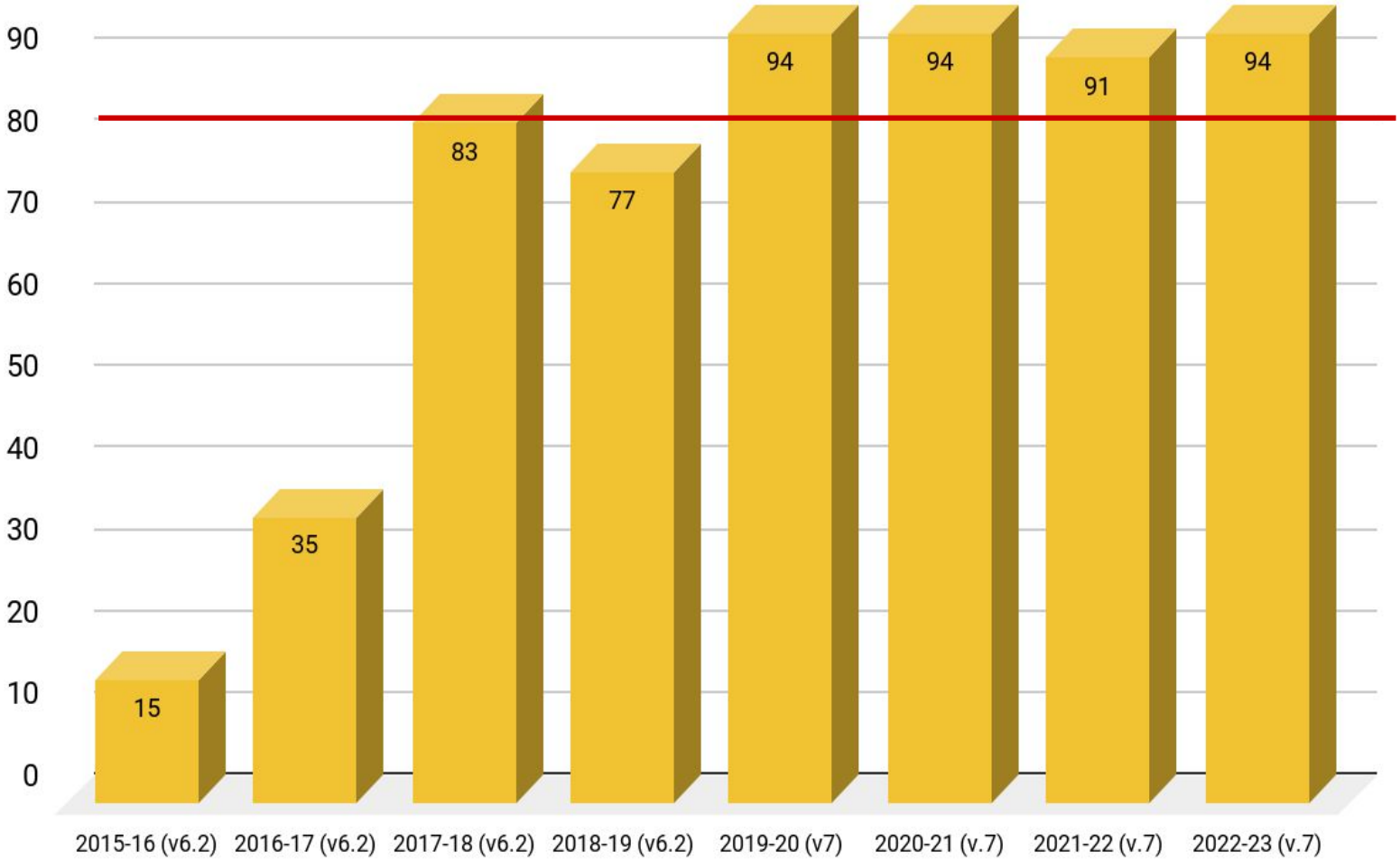


Duluth C&C -

Featured in an article in the University of Minnesota Magazine for the College of Education and Human Development.

See Article:
Scaling Student Engagement

District Capacity Assessment Results Over Time





S.T.E.P.S
Success Through Empowerment and Positive Support

STEPS Program Purpose

- *Duluth Public School District offers a Setting IV for students displaying significant behavior and unmet mental health needs. In this environment, the students will continue to receive their core instruction in a highly structured, supported classroom setting as behaviors are re-shaped using replacement behaviors. It is in this environment that unmet emotional needs will be discovered and addressed.*

- *Upon acquiring new skills and demonstrating successful integration of the acquired skills, the student and the home school site will be supported by the development of a transition plan for reintegration to the home school.*

* Larry K Brendtro, Martin Brokenleg, & Steve Van Bockern, Reclaiming Youth at Risk; Futures of Promise, 3rd

Program Components

- *Students will have a comparable school day to ISD 709 schools.*
- *Students will have access to their curriculum and specials.*
- *Elementary and Secondary classrooms*
- *Social Emotional components*
- *Access to Mental Health options -On-site social worker*
- *ISD-709 transportation will be provided*
- *Partner with Northwoods*

Staffing and Program Capacity

- 2 teachers (elementary and secondary)
- 3 paraprofessionals
- 1 social worker
- 1 Assistant Principal oversight
- 3 classrooms-1 for each level and a cool-down room
- 8 students maximum at each level

REFERRAL REQUIREMENTS

Prior to submitting a referral, it is expected that a building team (case manager, social worker, school psychologist, school administrator, general education teacher) has met regularly to review and update/adjust programming, interventions and support for the student. It is advisable to include a TOSA to support the building team before submitting a referral.

STEP 1

- Read through the Setting IV Purpose and the Steps needed for referral to help consider if your student's needs can be met with the program
- Contact Martha Lippitt to inform that your team is considering this referral and/or for any questions you may have during the data collection process
- Collect the required data described in Step 2 and submit

STEP 2

Submitted documentation will include:

- Baseline data sheets addressing the behavior(s) must be completed for two weeks prior to new PBSP
- The most recent special education evaluation
- Functional Behavioral Assessment (FBA) that was completed within the last year,
- Copy of Diagnostic Assessment (if applicable)
- The identified behavior(s) incorporated in a Positive Behavior Support Plan (PBSP).
- Details of interventions tried and what worked and what didn't work
- Most recent IEP documenting setting 3 services
- 4 weeks of data collected after implementing new PBIS
- Identification of the target behaviors that have been addressed through the PBSP
- Identification of subjects or activities that the student enjoys and feels successful doing

Steps 3 + 4

STEP 3

- Submission of the completed referral packet to Special Services, Att: Martha Lippitt

STEP 4

- Contact Martha Lippitt by email or leave a message at 218/336-8751 to schedule a time for an observation of the student. After the observation Martha will set up a meeting with the team to review all the current data collected on the student and next steps.

The packets will be reviewed by the Setting IV team. Case managers will be notified of STEP team decisions.

Intake Process

- Data Collected
- Packet submitted
- Observation of student and building staff discussion
- STEPS team review

If appropriate for enrollment an IEP/Intake meeting will be scheduled

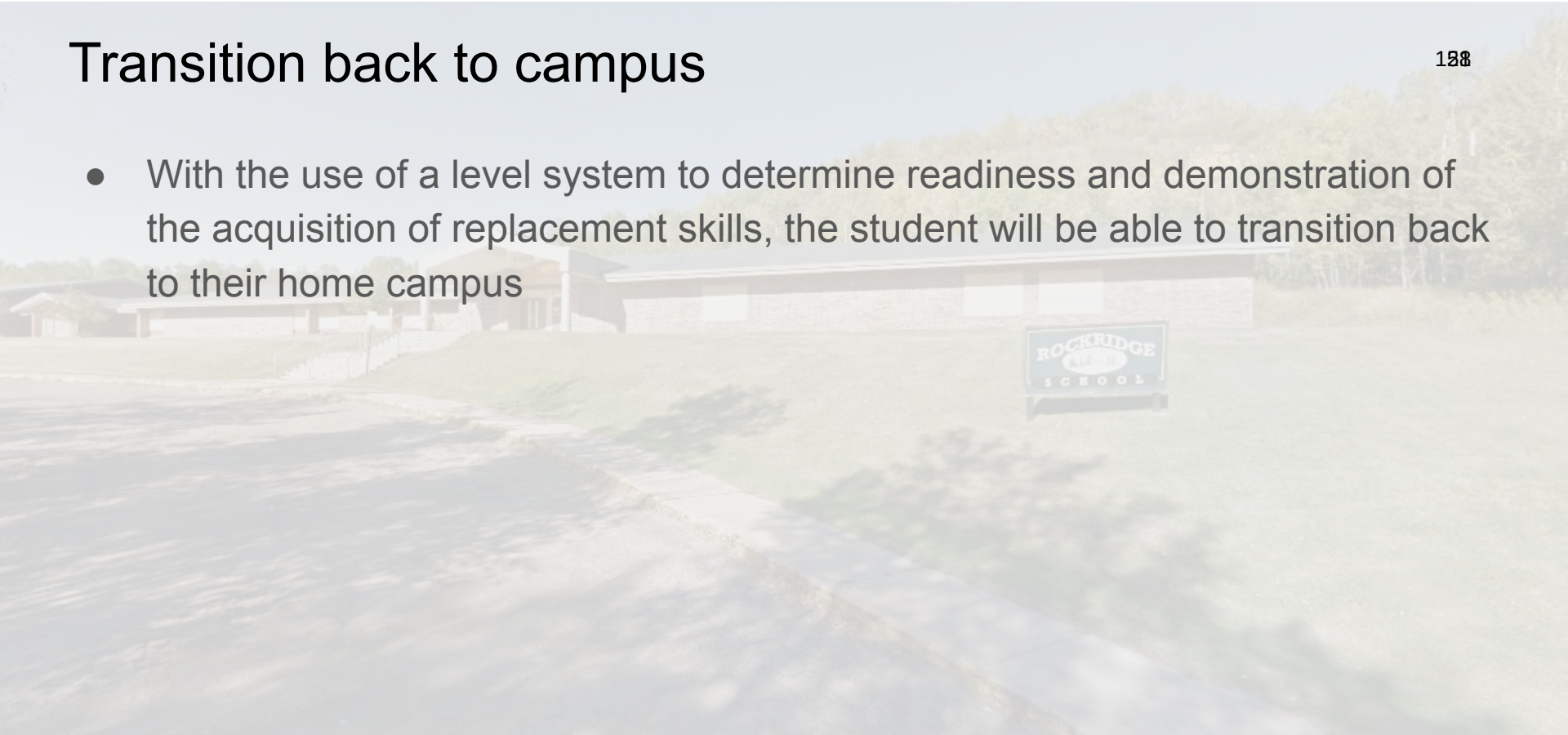
Curriculum

- Social Emotional Learning activities and the culture of the STEPS program will be based on the ideals of the Circle of Courage*.
- Additional support will stem from the use of strength based curriculum activities, and support from Cognitive Behavior reshaping
- Online curriculum, as appropriate and available, will be provided through Academic Excellence Online

* Larry K Brendtro, Martin Brokenleg, & Steve Van Bockern, Reclaiming Youth at Risk; Futures of Promise, 3rd.

Transition back to campus

- With the use of a level system to determine readiness and demonstration of the acquisition of replacement skills, the student will be able to transition back to their home campus



What should happen now?

- Sites should be considering the return of any students attending on home-based instruction in an effort to collect the needed data for a placement at STEPS
- Residential and Day Treatment Students should proceed with transition back to their home schools
- Site team should reach out to Martha Lippitt with any questions, but to also make her aware of students under consideration for a placement.
- Procedure documents are available on the Special Services HUB

810 – Naming Rights & Naming School Facilities

I. Purpose

The purpose of this policy is to establish the criteria and procedures for granting naming rights in relation to school district facilities, including buildings and grounds.

II. General Statement of Policy

Duluth Public Schools recognizes the importance and significance of naming school district facilities and educational programs. The district will follow policy procedures when reviewing and acting upon all District or community-initiated requests. Facilities are district-owned buildings and properties and include spaces within buildings as well as outdoor fields, streets and areas. Educational programs are district approved learning opportunities that support a specific need or learning goal identified by the district.

Duluth Public Schools recognizes the following circumstances in which the school district may address naming:

The purchase or construction of a new building,
The re-naming of an existing facility,
Naming rights in consideration, and
Naming rights in recognition.

In each circumstance, the school district passes a formal resolution or enters into a written agreement about the nature of the new name or naming right. The provisions of this policy govern any agreement.

III. Definitions

A. "Facilities" are district-owned buildings which the main purpose is student instruction.
B. "Spaces" are areas within a facility or other property owned by the district.
C. "Naming rights in consideration" is recognition for financial contributions, sponsorship or other commercial transactions.
D. "Naming rights in recognition" is recognition of a significant contribution to the school district that the district wishes to honor.

IV. Naming New Facilities

When a new facility is acquired or constructed or a facility is named for the first time, the superintendent will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility.

Following the procedures outlined in this policy, the committee will provide two or three possible names to the superintendent who will make a recommendation to the school board for consideration.

The Superintendent, or designee, will provide the following guidance to the naming committee to guide the process of name recommendations:

A. In naming all facilities, due regard must be taken to maintain an appropriate balance between commercial considerations, current or historical context, and the role that names of facilities contribute to the school district's presence in the community. Also recognized is the role played by the name of a facility in assisting employees, students, and visitors to orient themselves.
B. Names must not be in conflict with the district's mission and vision. The long-term effects of the name must be considered. In the case of a name change, the facility staff and families must be notified of the naming process.
C. The naming committee shall keep notes and records of all discussions and methods used to determine name recommendations and recommendations will be sent to the Superintendent for consideration.
.

V. Name Changes/Re-Naming

Once a facility is named, that name will remain with the facility unless changed or removed by the school board. Names will be changed using the same process outlined above. Names may be changed when the specific program or theme for which the facility was named changes, when the current name no longer supports the objective of the facility, or due to additions or renovations to an existing facility. Names may be removed at the discretion of the school board.

VI. Granting Naming Rights

The District may agree to recognize contributions by granting naming rights to facilities and spaces owned by the district. Granting naming rights may be exclusive to a facility or space, or may be conjunction with an existing name already in use.

A. Spaces for which naming rights may be awarded:
   a. Auditoriums/Theaters
   b. Gymnasiums
   c. Libraries
   d. Gardens/Walks
   e. Athletic Fields/Facilities
   f. Concessions/Locker Rooms
   g. Other areas as approved by the school board

B. The Business Services office will engage a naming rights process outlined in this policy whenever a recommendation for any naming rights is submitted to the district, or if the district solicits requests for available naming rights opportunities in the district.

C. Each granting of naming rights is bound by a written agreement defined by this policy and all other applicable board policies.

VI. Naming Rights in Consideration

The school district may grant naming rights in consideration to recognize contributions made to the district. The contribution may be a financial contribution, sponsorship or the provision of equipment, materials, land or services. These contributions are at the discretion of the school district.

VII. Naming Rights in Recognition

A. The school district may grant naming rights in recognition to recognize contributions to the district that were not contributed to the district for the purpose of receiving naming rights. Naming rights for these contributions are at the discretion of the school district.

B. One of the following criteria must be met for granting naming rights in recognition:

1. Recognition of outstanding service to the school district while serving in an academic or administrative capacity or outstanding service to the Duluth community; or

2. Recognition of the achievements of distinguished alumni; or

3. Recognition of a generous financial or other contribution from a donor (be it by way of donation, bequest, sponsorship, etc.), such being voluntary and not rendered in consideration of granting of naming rights.

VIII. Process for Granting Naming Rights

The Business Services office will engage in the following processes to grant naming rights.

A. Upon request or solicitation of naming rights to a space or facility, the Business Services department will engage by notification on the District web site and through other media messaging that naming rights requests are open for submission.
B. Naming rights that include a financial contribution, sponsorship, or a provision of services or materials will be reviewed for reasonable valuation by Business Services. Naming rights in recognition being considered will be confirmed to meet standards set out in this policy.
C. Business Services will create a "Naming Rights Agreement" and submit to the Superintendent to make a recommendation to the school board. The Naming Rights Agreement should include, but are not limited to, the following:
    a. Duration of Naming Rights. The duration of naming rights is decided or negotiated on a case-by-case basis.
    b. Physical display of the naming rights is decided or negotiated on a case-by-case basis. In the case of buildings, the physical display of the naming rights will take into account the identification of the school district and opportunities offered by that building for the district. All displays must conform with zoning and other municipal regulations.
    c. When "naming rights in recognition" is awarded, plaques may, with the approval of the Superintendent and manager of facilities, be installed in buildings.

d. "Naming rights in consideration" may be transferred by mutual agreement between all parties. "Naming rights in recognition" may not be transferred.
e. Naming rights may be renewed by mutual agreement between all parties.

D. Limit of Naming Rights
   a. On the Part of the District
      The school district's right to use the name and other brand elements of the named party is permitted by express agreement with the named party.
   b. On the Part of the Named Party
      The named party, after whom a facility or space is named, has no decision-making rights as to the purpose of the facility or space unless specifically provided for in the written agreement between the parties. The school district will not agree to any condition in an agreement that could unnecessarily limit progress toward the district's mission and purpose, statutory obligations, or the local authority of the school board. In turn, the named party has no liability in respect of that facility or space unless provided for in a specific contract between the parties. Any such limits must be included in any naming rights' agreement.

E. Termination of Naming Rights

   In addition to any remedies for breach of the written agreement granting naming rights, the parties may terminate a naming rights agreement in advance of the scheduled termination date under the following conditions:

   a. Termination by the District
      The school district reserves the right, at its sole discretion, to terminate the naming rights without refund of consideration, prior to the scheduled termination date, should it feel it is necessary to do so to avoid the district being brought into disrepute.
   b. Termination by the Named Party
      The named party may, without refund of consideration, at it sole discretion, terminate its acceptance of the naming rights prior to the scheduled termination date, in the event that the school district directly brings the named party into disrepute.

First Reading: April 27, 2021
Adopted: May 18, 2021

Name	*Email*	*Proposed Name Change*	*Reason/Concern*
Echo Bos (Bohlin)	mrsebos@yahoo.com	The Joe Vukelich Stadium	He is the main reason I graduated and I don't think he knows how much students really appreciate him.
Robert J Woods Jr	bwoods49@msn.com	Michael Colalillo Memorial Park	WWII Medal of Honor Recipient. Played football on that field.
Mike Flaherty	newscenter10@gmail.com	Spirit Stadium	The Spirit name applies to Denfeld as it is located in Spirit Valley, it also applies to Morgan Park as the neighborhood is located on the shore of Spirit Lake, and it also applies to Central as it was located on Spirit Mountain (on the hill). The entire Duluth hill was known as Spirit Mountain (not just the ski hill), to the Native Americans, who also named Spirit Lake and Spirit Island.
Gordon Huhta	gjhoot@gmail.com	Duluth Coaches Stadium (DCS)	This name or a variation of it will allow for honoring all past and future coaches who give so much to our children.
Bob and Karen Bayless	opaoma7@yahoo.com	No Name Change	When considering a name change for Public School Stadium PLEASE think of the following; Is a change NECESSARY, or is it change for the SAKE of change? The proposed name is very cumbersome. According to Naming Rights #810 of isd709 policy, the name should assist employees,students, and visitors to orient themselves. Do these two names accomplish this, and orient a visitor to Denfeld? Very few people under age 45 will have any idea who these men are. They are already in the Denfeld Hall Ot Fame. If a change is necessary, Denfeld Stadium is more practical and recognizable. East High School has their own stadium and it is just East Stadium. Lastly, corporate sponsorship is currently being explored. A corporate sponsor will "take over" the name. Examples are Amzoil Arena and the Essentia Duluth Heritage Center. Just imagine The Essentia Duluth Walter Hunting Stadium/Marv Heikkanan Field ???? Doesn"t just roll off your tongue, does it?. Thank you for your consideration.
Sam Karns	sam.karns@gmail.com	Essentia Stadium	Why not pursue corporate sponsorship and rename it Essentia Stadium? We all know Denfeld HS needs every bit of financial help it can get.
Louie St. George III	louiestgeorge@gmail.com	Heikkinen Field at Walt Hunting Stadium, or Marv Heikkinen Field at Walt Hunting Stadium	Love the idea of naming PSS after two giants in Walt Hunting and Marv Heikkinen. However, I'd love for the committee to consider a different naming convention. I would propose Heikkinen Field at Walt Hunting Stadium, or Marv Heikkinen Field at Walt Hunting Stadium. Similar to UMD's Griggs Field at James S. Malosky Stadium. I believe what will happen otherwise is Mr. Heikkinen's name will ultimately just get dropped, or at least forgotten about. It's simply too many words, and folks will shorten it to Walt Hunting Stadium or even Hunting Stadium. And a great idea will be for naught.
Tim Beaulier	tjbeaulier51@gmail.com	“Trident”, “Triad”, or “Pyramid” Stadium	This name might be a suggestion to reflect the three (3) schools, giving Central, Denfeld, and Morgan Park equal footing.

***Presented to COW on 5/2/23**

Elementary Schedule 2023/2024

Committee of the Whole

May 2, 2023

ISD 709 Duluth Public Schools

District Elementary

Scheduling Committee

ISD 709 Duluth Public Schools

Committee Members



Teacher Representation

- Jim Olson, Interventionist - Myers-Wilkins
- Lynn Thompson, 5th Grade - Piedmont
- Christina Boynton, Art - Stowe/Piedmont
- Cindy Miller, Media Specialist - Congdon/Lakewood
- Linda Pelto, 4th Grade - Laura MacArthur
- Amy Kass, 5th Grade - Lester Park
- Regan Hjelle, Music - Lowell
- Erika Drengler, PE - Laura MacArthur
- Cindy Upton, Intervention Specialist
- Ethan Fisher, DFT President

District Representation

- Dale Uselman, K-8 Curriculum Coordinator
- Sally Weidt, K-8 Digital Innovation Coordinator
- Anthony Bonds, Asst Superintendent
- Brenda Spartz, Director Elem Education
  - Committee Facilitator

Principal Representation

- Darren Sheldon - Lakewood
- Rae Jackson - Myers-Wilkins
- Anna Cawcutt - Lester Park
- Eve Hessler - Lowell
- Jim Erickson - Laura MacArthur
- Jen Bobbe - Piedmont
- Nathan Anderson - Lowell
- Kathi Kusch-Marshall - Congdon
- Tom Cawcutt - Homecroft
- Jessa Cook - Stowe

ISD 709 Duluth Public Schools

Why strive to adjust for 2023/2024?



- **Sense of Urgency**
  - Concerns expressed for many years
  - Recent feedback: “Staff Desired Daily Experiences”
    - *“I have dedicated & adequate time during my workday to collaborate, prepare, connect with colleagues and grow professionally.”*
  - District and sites North Star identification
- **Multi-Tiered System of Support (MTSS) Infrastructure**
  - Schedule utilized as framework: Tier 1, 2, & 3
  - Intentional planning: when/how to support students
  - Provide more time for staff: collaborate and coordinate
- **Equity**
  - Responsibility to design structures to better address needs of staff and students
  - Guarantee common experience across our sites for staff and students
    - Not the same, but consistent
- **Equality**
  - All teachers equal/adequate opportunities to plan/collaborate within their day
  - Student equal access to specialist content (music, PE, media, art)
- **Budgets / Staffing**
  - Financial commitment by District to finally solve this problem

ISD 709 Duluth Public Schools

What is wrong with the current schedules?



Classroom Teachers:

- Difficult to schedule core & WIN around inconsistent specialist times
- No common specialist blocks so no common planning opportunity
- Confusing schedule for staff
- Hard schedule for families to follow
- Routine and consistency from day to day is impossible with current schedule
- Need more time in day to plan
- Prep time infringed upon by other responsibilities

Support Teachers:

- Inconsistent daily schedules make it difficult to schedule services
- Hard to plan for avoiding core instruction
- Planning and preparing during day is hard due to lack of consistency
- Schedules make it difficult to support grade level WINs
- Prep time infringed upon by other responsibilities

Specialist Teachers:

- Too many students with current pairings
- Overlapping classes; two classes in same space
- Hard to set up/take down
- Traveling from site to site waste of instructional time and hard on teacher
- Difficult to teach lesson in allocated time (media, music)
- Can't teach all standards due to time restrictions
- Too many days in between classes (art)
- No common prep for specialists
- Expected overloads are hard on teachers
- Too many sections in an average day
- FTEs are pieced out
- Not enough full time positions
- Prep time infringed upon by other responsibilities

ISD 709 Duluth Public Schools

Committee Goals

- To collaboratively problem solve the elementary schedule issues
- To provide consistency in the elementary instructional day with a common schedule framework beginning 2023/2024
- To integrate grade level daily common preparation time within the instructional day
- To design a specialist schedule that improves the daily teaching and learning experience
  - Create as many full time specialist positions as possible
  - No layoffs
- To ensure sites maintain autonomy to customize certain aspects of the schedule
- To outline clear expectations and procedures for the elementary schedule process

ISD 709 Duluth Public Schools

The Journey…



June 6
Historical Context
Survey Members
Set Meeting Schedule

June 23
Survey Results
Group Learning
Assigned Homework

August 10
Draft Master Schedule
Draft Specialist Schedule
Questions / Ideas

September 26
Process Timeline
Review Schedules
Discuss Adjustments

November 21
Review Work Completed
Current Drafts
Next Considerations

December 19
Recommended Final Schedule
MOU Update
2nd Draft Specialist Schedule

March 9
Pairings/FTE/MOU
Timeline

11/17: Jim, Amy, Lynn, Erika

11/18: Ethan / Brenda

12/8: Elementary QLT

1/10: DFT, HR, Brenda

1/12: Music Team

1/12: Media Team

1/13: Art Team

2/21 DFT, HR, Specialists

2/28: DFT, HR, Brenda

3/2: Lowell

3/9: Elementary QLT

3/17 :Jim / Brenda

3/20: Specialists Reps

9/23: Principal Hintsala

10/3: C & I Alignment

10/10: Content Specialists

10/13: Elementary QLT

10/28: Schools w/Splits

10/31: Committee Specialists

1/10 :Ethan / Brenda

1/11: PE Team

***Not inclusive of all meetings

Site Visits

March 21: @ Stowe
March 22: @ Myers-Wilkins
March 23: @ Lester Park
March 28: @ Lowell
March 29: @ Congdon
March 30: @ Homecroft
April 3: @ Piedmont
April 4: @Lakewood
April 6: @ Laura MacArthur
April 7: @ Lakewood

Presented By: Jim Olson, Lynn Thompson, Ethan Fisher, Brenda Spartz

ISD 709 Duluth Public Schools

Site Master Schedule

ISD 709 Duluth Public Schools

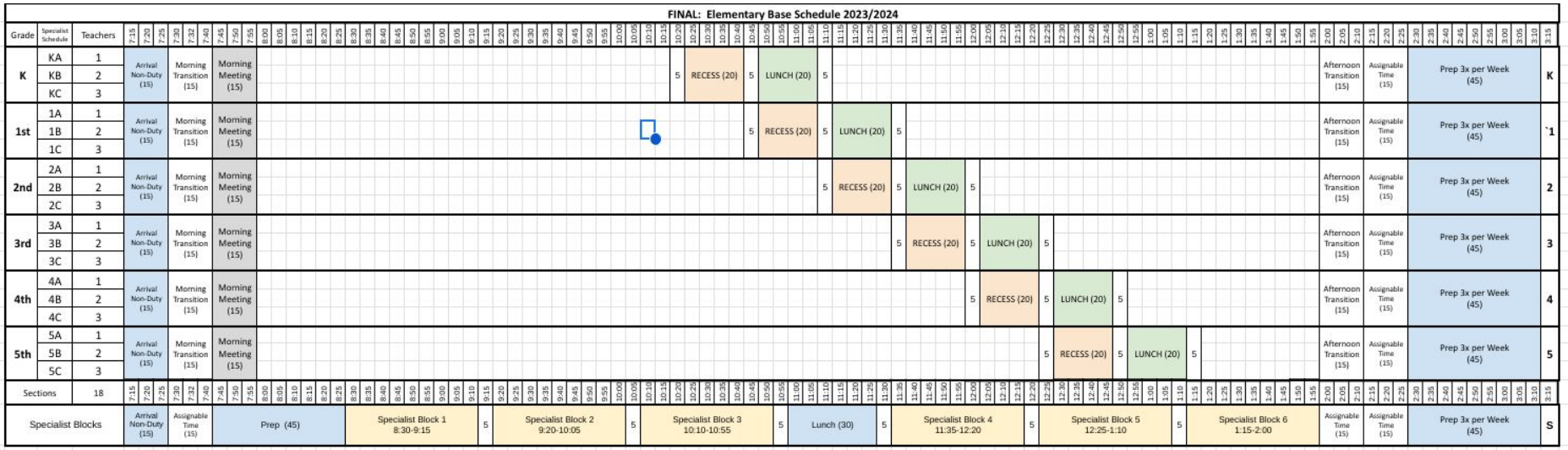
District Elementary Base Schedule

Included in the Elementary Base Schedule:

- **Equal Daily Minutes: Classroom & Specialists Teachers**
  - Other certified staff plan their day around a consistent schedule
- **Morning Meeting**
  - Sites can add more minutes if desired
- **K-5 WINs**
  - Staggered WINs integrated into base schedule
  - Sites decide time allocation
- **Consistent Grade Level Specialist Blocks**
  - Sites decide grade level assignments for specialist blocks
- **Recess/lunch 45 min (20 recess-5 trans-20 lunch)**
  - Blocks adjusted to meet the needs of each site
- **Specialists Common Daily Prep**
  - Specialists have opportunity to collaborate with colleagues across the District during the school day

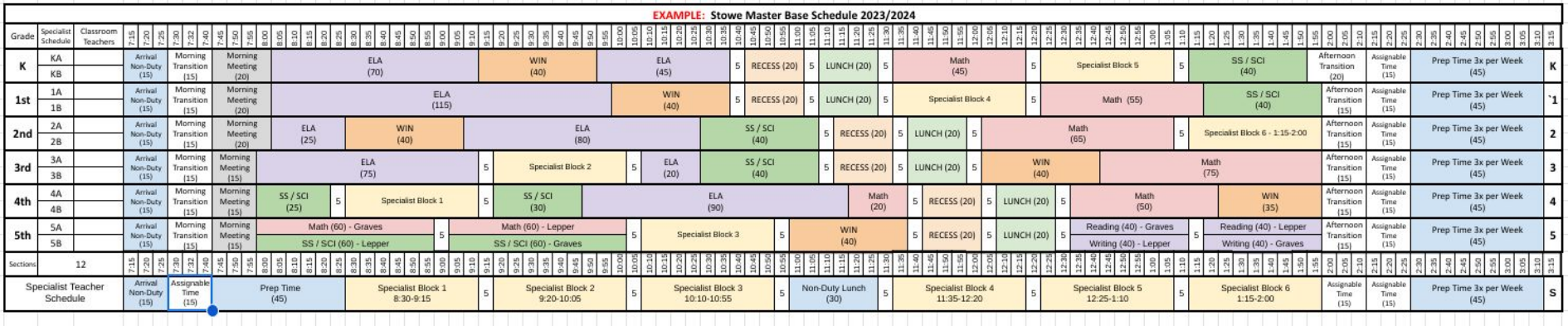
ISD 709 Duluth Public Schools

Elementary Base Schedule 2023/2024



[District Elementary Schedules 2023/2024]

Example: Completed Master Schedule



[Example Elementary Schedules 2023/2024]

ISD 709 Duluth Public Schools

Site Process: Completing the Schedules

Each school will:

- **Team:** Establish a scheduling team
- **Process:** Review the Elementary Schedule Guidelines 2023/2024
- **Choices:** Amend the Base Schedule to create Site Master Schedule

Process for Developing Site Schedules:

STEP 1: TEAM: Form Scheduling Team

STEP 2: SPECIALIST: Assign Specialist Blocks

STEP 3: Logistics: Arrival, Recess/Lunch, Dismissal

STEP 4: WIN: Set WIN Blocks

STEP 5: CORE: Develop CORE Instruction Blocks

STEP 6: ALTERNATIVE SCHEDULE: 2 Hour Late Start Schedule

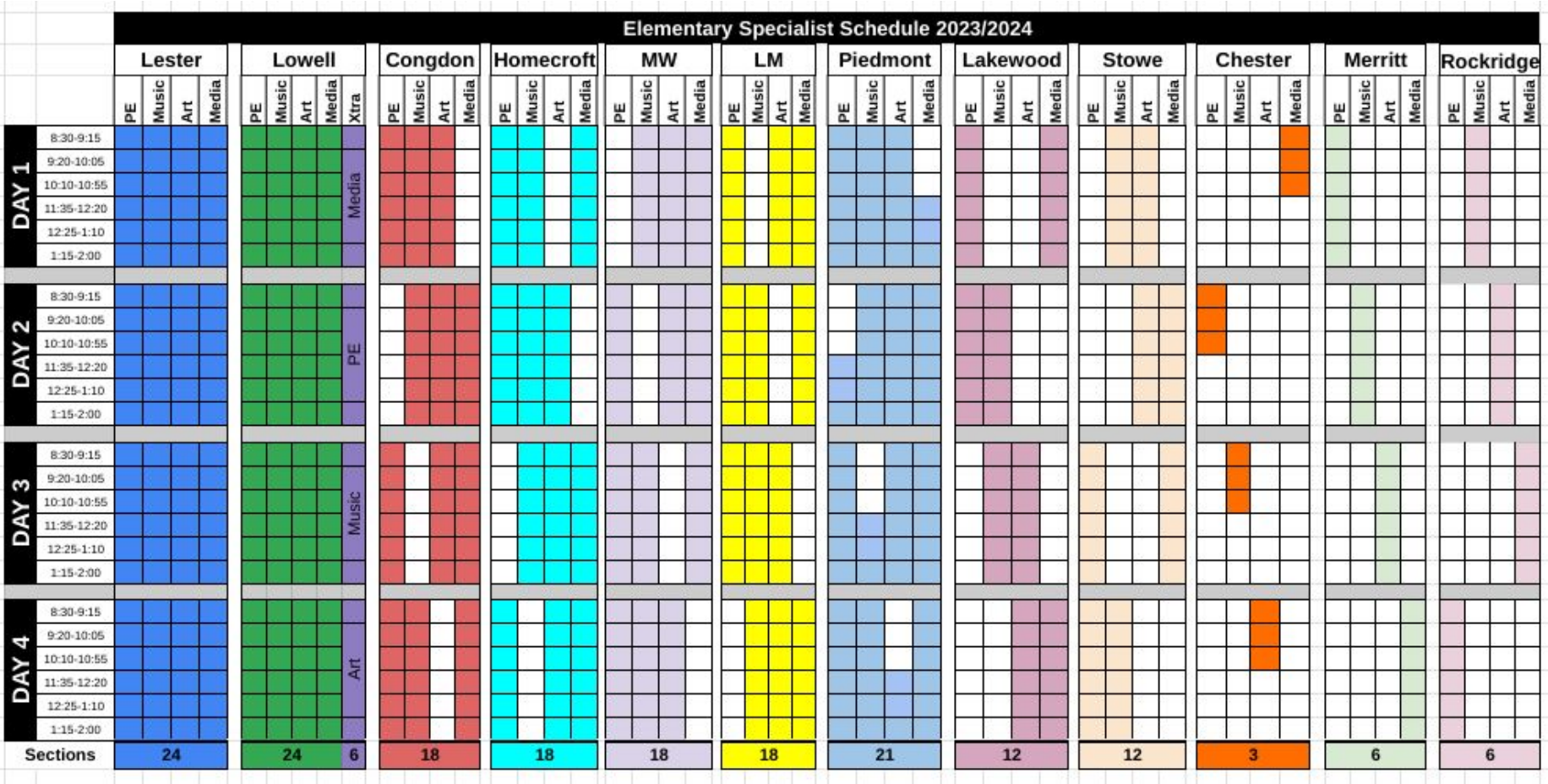
STEP 7: SUBMIT & DISTRIBUTE SCHEDULE: by June 9th

ISD 709 Duluth Public Schools

Specialist Schedule

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District Specialist Schedule 2023/2024



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Site Specialist Schedule

Example:
Class 3B Specialist Schedule

Day 1:	**Music**	**10:10 - 10:55**
Day 2:	**Art**	**10:10 - 10:55**
Day 3:	**Media**	**10:10 - 10:55**
Day 4:	**PE**	**10:10 - 10:55**

Same 45 minute specialist block for teacher 3B every day.

		Homecroft			
		PE	Music	Art	Media
DAY 1	8:30-9:15	5A	5B		5C
	9:20-10:05	4A	4B		4C
	10:10-10:55	3A	3B		3C
	11:35-12:20	1A	1B		1C
	12:25-1:10	KA	KB		KC
	1:15-2:00	2A	2B		2C
DAY 2	8:30-9:15	5C	5A	5B	
	9:20-10:05	4C	4A	4B	
	10:10-10:55	3C	3A	3B	
	11:35-12:20	1C	1A	1B	
	12:25-1:10	KC	KA	KB	
	1:15-2:00	2C	2A	2B	
DAY 3	8:30-9:15		5C	5A	5B
	9:20-10:05		4C	4A	4B
	10:10-10:55		3C	3A	3B
	11:35-12:20		1C	1A	1B
	12:25-1:10		KC	KA	KB
	1:15-2:00		2C	2A	2B
DAY 4	8:30-9:15	5B		5C	5A
	9:20-10:05	4B		4C	4A
	10:10-10:55	3B		3C	3A
	11:35-12:20	1B		1C	1A
	12:25-1:10	KB		KC	KA
	1:15-2:00	2B		2C	2A
Sections		18			

Specialist Schedule	Teachers
KA	1
KB	2
KC	3
1A	4
1B	5
1C	6
2A	7
2B	8
2C	9
3A	10
3B	11
3C	12
4A	13
4B	14
4C	15
5A	16
5B	17
5C	18

Comparison: Specialist Minutes

154

8 Day Rotation: Taken directly from Lester Park schedule

Day 1		Day 2		Day 3		Day 4		Day 5		Day 6		Day 7		Day 8		Total Min
Art	60	Media	30	PE	30	Music	30	PE	45	Media	30	PE	30	Music	30	285
																Daily Avg Min
																35.6

Total Art	Total Media	Total PE	Total Music
60	60	105	60

4 Day Rotation (2 rotations)

Day 1		Day 2		Day 3		Day 4		Day 1		Day 2		Day 3		Day 4		Total Min
Art	45	PE	45	Media	45	Music	45	Art	45	PE	45	Media	45	Music	45	360
																Daily Avg Min
																45.0

Total Art	Total Media	Total PE	Total Music
90	90	90	90

Difference: 8 day rotation & 4 day rotation (x's 2) at Lester Park	Total Min
	75
	Daily Avg Min
	9.4

Total Art	Total Media	Total PE	Total Music
30	30	-15	30

Duluth 709 Public Schools

Specialist FTE Chart

Specialist FTE Chart:

Created to allow for flexibility in gaining or losing a section at a given site.

SPECIALIAST FTE CHART		
Sections Taught Over 4 Day Rotation		
Sections	Actual FTE	Assigned FTE
24	1.0	1.0
23	0.96	
22	0.92	
21	0.88	0.9
20	0.83	
19	0.79	
18	0.75	0.8
17	0.71	
16	0.67	0.7
15	0.63	
14	0.58	0.6
13	0.54	
12	0.50	0.5
11	0.46	
10	0.42	
9	0.38	0.4
8	0.33	
7	0.29	
6	0.25	0.3
5	0.21	
4	0.17	0.2
3	0.13	
2	0.08	0.1
1	0.04	

MOUs

ISD 709 Duluth Public Schools

Teacher Work Day MOU

Teacher Work Day

- All elem teachers = 45 min prep during the school day
- A minimum of 3 days/week = 45 min prep after school
- Designated day for PLCs = Thursdays
- SpEd Teachers = No assignable time
- Classroom teachers = Only assignable time dismissal
- Specialists = (6) 45 min classes per day
- Specialist FTE table to provide consistency if section totals change
- SpEd teachers able to exchange prep for due process time as needed
- Media teachers = Assignable time (30 min) used for library mgmt

Mini-Fill

- Only elementary specialist teachers = music, art, PE, media
- Displaced from current assignment April 26th
- Meeting Wed, May 3rd to discuss the process and answer any questions.
- Mini-fill Wed, May 10th
  - Specialist teachers choose new assignment based on seniority only
- Post remaining specialist positions

ISD 709 Duluth Public Schools

Teacher Work Day

Elementary Teacher Daily Schedule 23/24			
Average Daily Schedule		**Classroom Teacher**	**Specialist / Other Teacher**
Assignable (Supervision)		15	Total up to 30
Instruction		315	300
Student Contact		**330**	**330**
Non-Duty	**Arrival**	15	15
	Lunch	45	30
	Afternoon	0	15
Not Student Contact		**60**	**60**
Preparation	**During Day**	45	45
	After School	45	45
Preparation		90	90
Total Daily Work Minutes		**480**	**480**

*__Special Education:__ no assignable time because of Due Process commitments

*__Media Teachers__: 30 Min assignable time will be for library management

ISD 709 Duluth Public Schools

2023/2024 Contractual Preparation Time

23/24 Contractual Guaranteed Prep Time					
Preparation Time		Classroom Teacher		Specialist / Other Teacher	
Weekly Prep Time	During the Day	45	5x per Week	45	5x per Week
	After School	45	3x per Week	45	3x per Week
Average 5 Day Work Week		360		360	

Comparison: Contractual Guaranteed Prep Time			
SY	Frequency	Minutes	Total
22/23	5x per Week	55	275
23/24	8x per Week	45	360
Total Minutes More Prep per Average 5 Day Week			85

ISD 709 Duluth Public Schools

Mini-Fill MOU

Mini-Fill:

- Only elementary specialist teachers: music, art, physical education, media
- Displaced from current assignment April 26th (completed)
- Meeting with all elem specialist teachers to discuss process and answer questions.
  - Wednesday, May 3rd, 4:00 PM - DFT Office
- Mini-fill: Elem specialist teachers choose new 23/24 assignment based on seniority
  - Wednesday, May 10th, 4:00 PM - DFT Office
- After Mini-Fill: Post remaining elementary specialist positions
  - No elementary specialist teacher will lose their job
  - PE: Maintain current total FTE
  - Art, Music, Media: Post & hire ~1.8 FTE per content area



ISD 709 Duluth Public Schools

Next Steps

Week of May 1:

- All sites received their schedule templates and Elementary Schedule Guidance

May 1 - June 9:

- All sites develop a Master & Specialist Schedule based on Elementary Schedule Guidelines

May 3 & 10:

- Execute plan for Mini-Fill process

~ May 11:

- Post elementary specialist positions

June 9:

- All site schedules are completed and submitted



ISD 709 Duluth Public Schools

Transportation Waiver for Duluth Head Start

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

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

By signing below, you are acknowledging that you approve this waiver.

_____	_____
Jill Lofald, School Board Chair	Shandi Mickle, Policy Council Chair

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 2, 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**
   - A. 901 Community Education 2
   - B. 712 Video Surveillance Other Than on Buses (replacing 3188 Video Security Other Than on Buses) 3
   - C. 509 Enrollment of Nonresident Students (replacing 5035 Non-Resident Enrollees) 6
   - D. 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds 11
   - E. 514 Bullying Prohibition Policy 26
   - F. 515 Protection and Privacy of Pupil Records and Public Notice & Juvenile Justice System Request for Information (replacing 5060 Collection, Maintenance, Dissemination, and Retention of Student Records and Information 052014) 55
3. **POLICIES FOR SECOND READING**
   - A. 516.5 Overdose Medication 85
4. **REGULATIONS & FORMS - Informational**
   - A. 712R Video Security Regulations (renumbering from 3188R) 93
   - B. 532R Regulations and Restrictive Procedures Plan 94
   - C. 513R Student Promotion, Retention and Program Design 99
   - D. 515 Form Protection and Privacy of Pupil Records and Public Notice & Juvenile Justice System Request for Information 032822 MSBA 132
   - E. 515R Regulations and Form (renumbering from 5060R Regulations and Form) 139
5. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 901*
Orig. 1995
*Revised:*_____ *Rev. 2022*

901 COMMUNITY EDUCATION

I. PURPOSE

The purpose of this policy is to convey to employees and to the general public the important role of community education within the school district. Community education and its funding stream includes Community Education, Early Childhood and Family Education (ECFE),

II. GENERAL STATEMENT OF POLICY

The school board affirms a strong commitment to the community education program. The school board welcomes, and strongly encourages use of school buildings and activity areas by the community when not used for regularly scheduled elementary and secondary programs. The school administration should strive to accomplish the following objectives:

A. Maximum use should be made of public school facilities within the school district service area.
B. Educational needs and interest of area residents should be determined periodically.
C. Community resources and expertise of residents should be utilized to develop a vibrant, well-rounded community education program.
D. Area residents should be encouraged to actively participate in program opportunities.
E. Outreach and Collaboration with the full Duluth community should be equitable and ongoing.

III. COMMUNITY EDUCATION ADVISORY COUNCIL

A. The council shall assist in promoting the goals and objectives of the program.

B. The membership of the community education advisory will consist of members who represent: various service organizations; churches; public and nonpublic schools; local government including elected officials; public and private nonprofit agencies serving youth and families; parents; youth; park, recreation or forestry services of municipal or local government units located in whole or in part within the boundaries of the school district; and any other groups participating in the community education program in the school district.

C. Bylaws of the community education advisory council shall provide the framework for the organization including criteria pertaining to membership, officers' duties, frequency and structure of meetings and such other matters as deemed necessary and appropriate.

D. The council will adopt a policy to reduce and eliminate program duplication within the school district.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 124D.19, Subd. 1 (Community Education Programs; Advisory Council)
Minn. Stat. § 124D.20, Subd. 1 (Community Education Revenue)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.

2. Video surveillance may occur in any school district building or on any school district property.

3. ~~Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.~~

B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.

2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.

3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)

Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Stat. § 609.746 (Interference with Privacy)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)

3188 VIDEO SECURITY OTHER THAN ON BUSES

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic security systems on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Video security systems may exist in any school district building or on any school district property.

B. Use of Video Security Systems

1. Video security information will be viewed by school district as needed and/or when problems have been brought to the attention of the school district.

2. Video security information will be released only in conformance with the Minnesota Government Data Practice Act, Minn. Stat. Ch. 13 and the Family Educational Rights and Privacy Act, 20 U.S.C. & 1232g and the rules and/or regulations promulgated there under.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. & 121A.585 (Notice of Recording Device)
20 U.S.C & 1232g (Family Education Rights and Privacy Act)
34 C.F.R. Secs. 99.1-99.67
Cross References: MSBA/MASA Model Policy 506 (Student Discipline) MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records) MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Videotaping on School Buses)

Adopted: 09-21-2010 ISD 709
Revised:

Adopted: _____ *MSBA/MASA Model Policy 509*
Orig. 1995
Revised: _____ *Rev. 2022*

509 ENROLLMENT OF NONRESIDENT STUDENTS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The school district desires to participate in the Enrollment Options Program established by Minnesota Statutes section 124D.03. The purpose of this policy is to set forth the application and exclusion procedures used by the school district in making said determination.

II. GENERAL STATEMENT OF POLICY

A. Eligibility. Applications for enrollment under the Enrollment Options (Open Enrollment) Law will be approved provided that acceptance of the application will not exceed the capacity of a program, excluding special education services; class; grade level; or school building as established by school board resolution and provided that:

1. space is available for the applicant under enrollment cap standards established by school board policy or other directive; and

2. in considering the capacity of a grade level, the school district may only limit the enrollment of nonresident students to a number not less than the lesser of: (a) one percent of the total enrollment at each grade level in the school district; or (b) the number of school district resident students at that grade level enrolled in a nonresident school district in accordance with Minnesota Statutes section 124D.03.

3. the applicant is not otherwise excluded by action of the school district because of previous conduct in another school district.

B. Standards that may be used for rejection of application. In addition to the provisions of Paragraph II.A., the school district may refuse to allow a pupil who is expelled under Minnesota Statutes section 121A.45 to enroll during the term of the expulsion if the student was expelled for:

1. possessing a dangerous weapon, including a weapon, device, instruments, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, with the exception of a pocket knife with a blade less than two and one-half inches in length, at school or a school function;

2. possessing or using an illegal drug at school or a school function;

3. selling or soliciting the sale of a controlled substance while at school or a school function; or

4. committing a third-degree assault involving assaulting another and inflicting substantial bodily harm.

C. Standards that may not be used for rejection of application. The school district may not

use the following standards in determining whether to accept or reject an application for open enrollment:

1. previous academic achievement of a student;

2. athletic or extracurricular ability of a student;

3. disabling conditions of a student;

4. a student's proficiency in the English language;

5. the student's district of residence except where the district of residence is directly included in an enrollment options strategy included in an approved achievement and integration program; or

6. previous disciplinary proceedings involving the student. This shall not preclude the school district from proceeding with exclusion as set out in Section F. of this policy.

D. Application

The student and parent or guardian must complete and submit a School District Enrollment Options Program application developed by the Minnesota Department of Education and available on their website (education.mn.gov). Go to "Students and Families," then, under "School Choice," select "Open Enrollment." The form is entitled, "General Statewide Enrollment Options Application for K-12 and Early Childhood Special Education."

E. Lotteries

If a school district has more applications than available seats at a specific grade level, it must hold an impartial lottery following the January 15 deadline to determine which students will receive seats. The district must give priority to enrolling siblings of currently enrolled students, students whose applications are related to an approved integration and achievement plan, children of the school district's staff, and students residing in that part of a municipality (a statutory or home rule charter city or town) where:

1. the student's resident district does not operate a school building;

2. the municipality is located partially or fully within the boundaries of at least five school districts;

3. the nonresident district in which the student seeks to enroll operates one or more school buildings within the municipality; and

4. no other nonresident, independent, special, or common school district operates a school building within the municipality.

The process for the school district lottery must be established by school board policy and posted on the school district's website.

F. Exclusion

1. Administrator's initial determination. If a school district administrator knows or has reason to believe that an applicant has engaged in conduct that has subjected or could subject the applicant to expulsion or exclusion under law or school district policy, the administrator will transmit the application to the superintendent with a recommendation of whether exclusion proceedings should be initiated.

2. Superintendent's review. The superintendent may make further inquiries. If the superintendent determines that the applicant should be admitted, he or she will notify the applicant and the school board chair. If the superintendent determines that the applicant should be excluded, the superintendent will notify the applicant and determine whether the applicant wishes to continue the application process. Although an application may not be rejected based on previous disciplinary proceedings, the school district reserves the right to initiate exclusion procedures pursuant to the Minnesota Pupil Fair Dismissal Act as warranted on a case-by-case basis.

G. Termination of Enrollment

1. The school district may terminate the enrollment of a nonresident student enrolled under an enrollment options program pursuant to Minnesota Statutes section 124D.03 or 124D.08 at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy under Minnesota Statutes chapter 260A, and the student's case has been referred to juvenile court. A "habitual truant" is a child under 17 years of age who is absent from attendance at school without lawful excuse for seven school days in a school year if the child is in elementary school or for one or more class periods on seven school days in a school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days in a school year and who has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8. The school district may also terminate the enrollment of a nonresident student over 17 years of age if the student is absent without lawful excuse for one or more periods on 15 school days and has not lawfully withdrawn from school under Minnesota Statutes section 120A.22, subdivision 8.

2. A student who has not applied for and been accepted for open enrollment pursuant to this policy and does not otherwise meet the residency requirements for enrollment may be terminated from enrollment and removed from school. Prior to removal from school, the school district will send to the student's parents a written notice of the school district's belief that the student is not a resident of the school district. The notice shall include the facts upon which the belief is based and notice to the parents of their opportunity to provide documentary evidence, in person or in writing, of residency to the superintendent or the superintendent's designee. The superintendent or the superintendent's designee will make the final determination as to the residency status of the student.

H. Notwithstanding the requirement that an application must be approved by the board of the nonresident district, a student who has been enrolled in a district, who is identified as homeless, and whose parent or legal guardian moves to another district, or who is

placed in foster care in another school district, may continue to enroll in the nonresident district without the approval of the board of the nonresident district. The approval of the board of the student's resident district is not required.

Legal References: Minn. Stat. § 120A.22, Subd. 3(e) and Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.08 (School Board Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. § 124D.68 (Graduation Incentives Program)
Minn. Stat. Ch. 260A (Truancy)
Minn. Stat. § 260C.007, Subd. 19 (Definitions)
Minn. Op. Atty. Gen. 169-f (Aug. 13, 1986)
Indep. Sch. Dist. No. 623 v. Minn. Dept. of Educ., Co. No. A05-361, 2005 WL 3111963 (Minn. Ct. App. 2005) (unpublished)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 517 (Student Recruiting)

5035 NON-RESIDENT ENROLLEES

The Superintendent may admit non-resident students who do not qualify for enrollment under the Minnesota Open Enrollment Law, but shall assess the usual non-resident tuition if in his/her judgment it should be paid. The tuition charges shall be equivalent to the cost of education per student as established annually by the School Board.

References: MSA 120.06

Adopted: 06-09-70 ISD 709
Revised: 06-20-95 ISD 709

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 532
Orig. 2003
Rev. 2022

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPs FROM SCHOOL GROUNDS

[Note: School districts are required by statute to have a policy addressing these issues.]

[Note: Minnesota Laws 2009, Chapter 96, made a number of changes to the laws and rules governing the use of "conditional procedures" with respect to special education students. Specifically, Chapter 96 repealed, EFFECTIVE AUGUST 1, 2011, Minnesota Statutes sections 121A.66, 121A.67, Subd. 1, as well as Minnesota Rules 3525.0210, Subparts 5, 6, 9, 13, 17, 29, 30, 46, 47, and 3525.2900, Subp. 5. These laws and rules were replaced, effective August 1, 2011, with a restrictive procedures law which generally addresses the restraint of special education students. Also note that the restrictive procedures law contains a significant staff training component, found at Minnesota Statutes section 125A.0942, Subds. 1, 2, and 5. Staff who intend to use restrictive procedures must be trained in the areas specified in Subd. 5 to use these procedures.]

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to remove, if necessary, a student with an individualized education program (IEP) from school grounds.

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct which, in the judgment of school personnel, endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, that student may be removed from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

F. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS WITH IEPs FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health, safety, or property of the student, other students, staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

[Note: If the school district uses a different reference name for its student records policy, insert that name in place of the reference to Protection and Privacy of Pupil Records, which is the title of MSBA/MASA Model Policy 515.]

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student with an IEP from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.

In removing a student with an IEP from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minnesota Statutes section 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheelchairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minnesota Statutes Chapter 260E;

6. Physical holding (as defined in Minnesota Statutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minnesota Statutes section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Commissioner) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of seclusion. By January 15, April 15, July 15, and October 15 of each year, districts must report, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report summary data. The summary data must include information on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removal by Police Officer)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Act)
34 C.F.R. § 300.535 (Referral to and Action by Law Enforcement and Judicial Authorities)

Cross References:
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student from school grounds. This includes students with or without an Individualized Education Program (IEP).

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student engages in behavior that constitutes an emergency, that student may be subject to the use of restrictive procedures and/or the removal from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

A. "Student with an IEP" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

B. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

C. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to promote school safety, security, and positive relationships with students.

D. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student and escorting that student from the school building or school activity at which the student is located.

F. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan, if applicable. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, school district personnel may report a crime

committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or a nother.

In removing a student from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by Minn. Stat. § 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under Minn. Stat. § 626.556;

6. Physical holding (as defined in Minn. Stat. § 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by Minn. Stat § 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of prone restraints. By June 30 of each year, districts must report summary data on the use of restrictive procedures to the MDE, in a form and manner determined by the Commissioner. The summary data must include information about the use of restrictive procedures, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67, Subd. 2 (Aversive and Deprivation Procedures)
Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))

~~20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education Improvement Act of 2004 (IDEA))~~
~~34 C.F.R. § 300.535 (IDEA Regulation Regarding Involvement of Law Enforcement)~~

~~Cross References:~~ ~~MSBA/MASA Model Policy 506 (Student Discipline)~~
~~MSBA/MASA Model Policy 507 (Corporal Punishment)~~
~~MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)~~
~~MSBA/MASA Model Policy 525 (Violence Prevention)~~
~~MSBA/MASA Model Policy 806 (Crisis Management Policy)~~

~~Replacing: Policy 5093~~
~~First Reading: 5/17/2016~~
~~Adopted: 6/21/2016 ISD 709~~

532 USE OF PEACE OFFICERS AND CRISIS TEAMS TO REMOVE STUDENTS WITH IEPS FROM SCHOOL GROUNDS

I. PURPOSE

The purpose of this policy is to describe the appropriate use of peace officers and crisis teams to use a restrictive procedure or remove, if necessary, a student with an individualized education program (IEP) from school grounds. ~~This includes students with or without an Individualized Education Program (IEP).~~

II. GENERAL STATEMENT OF POLICY

The school district is committed to promoting learning environments that are safe for all members of the school community. It further believes that students are the first priority and that they should be reasonably protected from physical or emotional harm at all school locations and during all school activities.

In general, all students, including those with IEPs, are subject to the terms of the school district's discipline policy. Building level administrators have the leadership responsibility to maintain a safe, secure, and orderly educational environment within which learning can occur. Corrective action to discipline a student and/or modify a student's behavior will be taken by staff when a student's behavior violates the school district's discipline policy.

If a student with an IEP engages in conduct, which, in the judgment of school personnel, endangers or may endanger the health, safety, o property of the student, other students, staff members, or school property, that student may be removed ~~behavior that constitutes an emergency, that student may be subject to the use of restrictive procedures and/or the removal~~ from school grounds in accordance with this policy.

III. DEFINITIONS

For purposes of this policy, the following terms have the meaning given them in this section:

~~A~~ F. "Student with an IEP" or "the student" means a student who is eligible to receive special education and related services pursuant to the terms of an IEP or an individual interagency intervention plan (IIIP).

~~B~~ C. "Peace officer" means an employee or an elected or appointed official of a political subdivision or law enforcement agency who is licensed by the Board of Peace Officer Standards and Training, charged with the prevention and detection of crime and the enforcement of general criminal laws of the state and who has the full power of arrest. The term "peace officer" includes a person who serves as a sheriff, a deputy sheriff, a police officer, or a state patrol trooper.

~~C~~ D. "Police liaison officer" is a peace officer who, pursuant to an agreement between the school district and a political subdivision or law enforcement agency, is assigned to a school building for all or a portion of the school day to provide law enforcement assistance and support to the building administration and to

promote school safety, security, and positive relationships with students.

~~D~~ A. "Crisis team" means a group of persons, which may include teachers and non-teaching school personnel, selected by the building administrator in each school building who have received crisis intervention training and are responsible for becoming actively involved with resolving crises. The building administrator or designee shall serve as the leader of the crisis team.

E. The phrase "remove the student from school grounds" is the act of securing the person of a student with an IEP and escorting that student from the school building or school activity at which the student with an IEP is located.

~~F~~ B. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury.

G. All other terms and phrases used in this policy shall be defined in accordance with applicable state and federal law or ordinary and customary usage.

IV. REMOVAL OF STUDENTS FROM SCHOOL GROUNDS

A. Removal By Crisis Team

If the behavior of a student with an IEP escalates to the point where the student's behavior endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team may be summoned. The crisis team may attempt to de-escalate the student's behavior by means including, but not limited to, those described in the student's IEP and/or behavior intervention plan~~, if applicable~~. When such measures fail, or when the crisis team determines that the student's behavior continues to endanger or may endanger the health and safety, or property of the student, other students or staff members, or school property, the crisis team may remove the student from school grounds.

If the student's behavior cannot be safely managed, school personnel may immediately request assistance from the police liaison officer or a peace officer.

B. Removal By Police Liaison Officer or Peace Officer

If a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students, staff members, or school property, the school building's crisis team, building administrator, or the building administrator's designee, may request that the police liaison officer or a peace officer remove the student from school grounds.

If a student with an IEP is restrained or removed from a classroom, school building, or school grounds by a peace officer at the request of a school administrator or school staff person during the school day twice in a 30-day period, the student's IEP team must meet to determine if the student's IEP is adequate or if additional evaluation is needed.

Whether or not a student with an IEP engages in conduct which endangers or may endanger the health, safety, or property of the student, other students,

staff members, or school property, school district personnel may report a crime committed by a student with an IEP to appropriate authorities. If the school district reports a crime committed by a student with an IEP, school personnel shall transmit copies of the special education and disciplinary records of the student for consideration by appropriate authorities to whom it reports the crime, to the extent that the transmission is permitted by the Family Education Rights and Privacy Act (FERPA), the Minnesota Government Data Practices Act, and school district's policy, Protection and Privacy of Pupil Records.

The fact that a student with an IEP is covered by special education law does not prevent state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a student with an IEP.

C. Reasonable Force Permitted

In removing a student from school grounds, a building administrator, other crisis team members, or the police liaison officer or other agents of the school district, whether or not members of a crisis team, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to self or another.

In removing a student from school grounds, police liaison officers and school district personnel are further prohibited from engaging in the following conduct:

1. Corporal punishment prohibited by ~~Minn. Stat. §~~ Minnesota Statutes section 121A.58;

2. Requiring a child to assume and maintain a specified physical position, activity, or posture that induces physical pain;

3. Totally or partially restricting a child's senses as punishment;

4. Denying or restricting a child's access to equipment and devices such as walkers, wheel chairs, hearing aids, and communication boards that facilitate the child's functioning except when temporarily removing the equipment or device is needed to prevent injury to the child or others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the child as soon as possible;

5. Interacting with a child in a manner that constitutes sexual abuse, neglect, or physical abuse under ~~Minn. Stat. § 626.556~~ Minnesota Statutes Chapter 260E;

6. Physical holding (as defined in ~~Minn. Stat. §~~ Minnesota Satutes section 125A.0941) that restricts or impairs a child's ability to breathe, restricts or impairs a child's ability to communicate distress, places pressure or weight on a child's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen, or results in straddling a child's torso;

7. Withholding regularly scheduled meals or water; and/or

8. Denying a child access to toilet facilities.

D. Parental Notification

The building administrator or designee shall make reasonable efforts to notify the student's parent or guardian of the student's removal from school grounds as soon as possible following the removal or use of a restrictive procedure.

E. Continued Removals; Review of IEP

Continued and repeated use of the removal process described herein must be reviewed in the development of the individual student's IEP or IIIP.

F. Effect of Policy in an Emergency; Use of Restrictive Procedures

A student with an IEP may be removed in accordance with this policy regardless of whether the student's conduct would create an emergency.

If the school district seeks to remove a student with an IEP from school grounds under this policy due to behaviors that constitute an emergency and the student's IEP, IIIP, or behavior intervention plan authorizes the use of one or more restrictive procedures, the crisis team may employ those restrictive procedures, in addition to any reasonable force that may be necessary, to facilitate the student's removal from school grounds, as long as the crisis team members who are implementing the restrictive procedures have received the training required by ~~Minn. Stat §~~ Minnesota Statuets section 125A.0942, Subd. 5, and otherwise comply with the requirements of § 125A.0942.

G. Reporting to the Minnesota Department of Education (MDE)

Annually, stakeholders may recommend, as necessary, to the Commissioner of MDE (Willie Jett) specific and measurable implementation and outcome goals for reducing the use of restrictive procedures. The Commissioner must submit to the Legislature a report on districts' progress in reducing the use of restrictive procedures that recommends how to further reduce these procedures and eliminate the use of ~~prone restraints~~ seclusion. By ~~June 30~~ January 15, April 15, July 15, and October 15 of each year, districts must report ~~summary data on the use of restrictive procedures to the MDE~~, in a form and manner determined by the Commissioner, about individual students who have been secluded. By July 15 each year, districts must report ~~The~~ summary data. The summary data must include information ~~about~~ on the use of restrictive procedures for the prior school year, July 1 through June 30, including the use of reasonable force by school personnel that is consistent with the definition of physical holding or seclusion of a child with a disability.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Minnesota Pupil Fair Dismissal Act)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)
Minn. Stat. § 121A.67 (Removel by Police Officer)~~, Subd. 2 (Aversive and Deprivation Procedures)~~

Minn. Stat. §§ 125A.094-125A.0942 (Restrictive Procedures for Children with Disabilities)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy (FERPA))
20 U.S.C. § 1415(k)(6) (Individuals with Disabilities Education ~~Improvement~~ Act ~~of 2004 (IDEA)~~)
34 C.F.R. § 300.535 (Referral to Action by ~~IDEA Regulation Regarding Involvement of~~ Law Enforcement and Judicial Authorities)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Replacing: Policy 5093
First Reading: 5/17/2016
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514 BULLYING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).

II. DEFINITIONS

"Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

A. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or
B. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

"Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:

A. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

B. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

C. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the MHRA. However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.

"Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

"Immediately" means as soon as possible but in no event longer than one school day.

"District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

"On Duluth School District property or at school-related functions" means all Duluth School District buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Duluth School District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not represent that it will provide supervision or assume liability at these locations and events.

"Building Report Taker" is language from the Safe and Supportive Schools legislation and in the Duluth School District means the Building Principal or Designee. This policy will refer to the "Building Report Taker" as "Principal or Designee" throughout the document.

III. STATEMENT OF PROHIBITION

An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school-related functions. This policy also applies to any student whose conduct at any time or in any place constitutes

bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.

Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

False accusations or reports of bullying against another student are also prohibited.

No District employee, volunteer, or contractor shall permit, condone, or tolerate bullying.

IV. REPORTING PROCEDURE

It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.

A person may make an initial report to any District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.

The Duluth School District has made available to the reporting party or complainant the use of a report form. See the Parent & Student Handbook, contact the Principal, District Climate Coordinator, or visit www.isd709.org to access a "Bullying Report Form".

The building principal or designee is the person responsible for receiving reports of bullying at the building level. If the complaint involves the principal or designee, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth School District Website at www.isd709.org for Principal and Duluth School District contact information.

The principal or designee shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The principal or designee or a third party designated by the school district shall be responsible for the investigation. The principal or designee shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

A District employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes, or has other knowledge or belief of conduct that may

constitute bullying shall make reasonable efforts to address and resolve the prohibited conduct and inform principal or designee immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Submission of a good faith complaint or report of bullying will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

V. PREVENTION, INVESTIGATION, AND RESPONSE

Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.

It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented - to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.

Prevention - Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.

Investigation - Investigation of a bullying incident shall be initiated as soon as possible but no later than three school days of receipt of a report. The Duluth School District may take immediate steps, at its discretion, to protect the target or victim of bullying or other prohibited conduct, the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law. When investigating a complaint, the principal/designee may take into account following factors:

- The developmental ages and maturity levels of the parties involved.
- The potential for culturally misinterpreting behavior.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

Remedial Response - Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:

    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)
    - Connecting students/families to school, district, community resources
    - Consideration of a restorative process if all parties are prepared and willing

Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.

In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program ("IEP") team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

Appeal - Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or

designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

District Employees - When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

VI. REPRISAL

The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

VIII. PROFESSIONAL DEVELOPMENT AND EDUCATION

The District shall discuss this Policy with District employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this Policy.

Staff - Professional development will:

A. Be required on a three year cycle for all school personnel to prevent, identify, and respond to bullying behavior. Newly employed district employees must receive the training within the first year of their employment with the district or school. A district or school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances.

B. Require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:

    1. Developmentally appropriate strategies to prevent incidents of bullying and to

intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
4. Recognizing, responding to and reporting bullying.
5. Information about the incidence and nature of cyber bullying.
6. Information about Internet safety issues as they relate to cyber bullying.
7. Student staff relationships and initial responses to students making a report.
8. A review of the district's reporting requirements related to bullying and cyber bullying.

Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment.

The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

IX. NOTICE

The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff through the following practices:

A. A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.
B. This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.
C. This policy shall be given to each ~~school~~ district employee and independent contractor at the time of entering into the person's employment contract.
D. Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.
E. A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.
F. This policy must be available to all parents and other school community members in an electronic format in the languages appearing on the district or school Web site, consistent with the district policies and practices.

Legal References: Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.0695 (School Board Policy; Prohibiting Intimidation and Bullying)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § 121A.031 (Student Bullying Policy)

Cross References: MDE Model Policy, November 2014 (Model Student Bullying Prohibition Policy)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)

Replacing: Policy 5084
First Reading: 7/18/2017
Adopted: 8/22/2017 ISD709

*Adopted:*_____ *MSBA/MASA Model Policy 514*
Orig. 2003
*Revised:*_____ *Rev. 2022*

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term "bullying" specifically includes cyberbullying as defined in this policy.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.

H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.

C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third

party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.

E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:

1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;

2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;

4. The incidence and nature of cyberbullying; and

5. Internet safety and cyberbullying.

C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/MASA Model Policy 515)

in the student handbook.

VIII. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Minnesota Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

514 BULLYING PROHIBITION POLICY

I. PURPOSE

The purpose of this policy is to prohibit bullying behavior and assist the Duluth School District in its goal of preventing and responding to acts of bullying, intimidation, violence, and other similar disruptive behavior.

The Duluth School District strives to provide safe, secure and respectful learning environments for all students in school buildings, on school grounds, school buses and at school-sponsored activities. A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships.

~~This policy protects all students against bullying behavior including bullying behavior on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).~~

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to

participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.

C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.

E. False accusations or reports of bullying against another student are prohibited.

F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:

1. The developmental ages and maturity levels of the parties involved;

2. The levels of harm, surrounding circumstances, and nature of the behavior;

3. Past incidences or past or continuing patterns of behavior;

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any

student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:

1. there is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the conduct and the conduct is repeated or forms a pattern; or

2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.

C. "Immediately" means as soon as possible but in no event longer than 24 hours.

D. "Intimidating, threatening, abusive, or harming conduct" means; but is not limited to, conduct that does the following:

1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;

2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or

3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic as defined in the MHRA. However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

"Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. ~~Remedial response also means a measure to stop and correct retaliation for asserting, alleging, reporting or providing information about prohibited conduct (retaliation) or knowingly making a false report about prohibited conduct (false report), prevent retaliation or false reports from recurring and protect, support and intervene on behalf of the student who is the target of the prohibited conduct.~~

"Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.

"District employee" includes school board members, administrators, educators, aides, school counselors, social workers, psychologists, other school mental health professionals, nurses and other school-based/linked medical providers/health professionals, cafeteria workers, custodians, bus drivers, athletic coaches, extracurricular activities advisors, paraprofessionals, school employees, agents or persons subject to the supervision and control of the district and its students.

"On Duluth Public Schools property or at school-related functions or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for Duluth School District purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. Duluth School District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the Duluth School District does not represent that it will provide supervision or assume liability at these locations and events.

~~"Building Report Taker" is language from the Safe and Supportive Schools legislation and in the Duluth School District means the Building Principal or Designee. This policy will refer to the "Building Report Taker" as "Principal or Designee" throughout the document.~~

~~STATEMENT OF PROHIBITION~~

~~An act of bullying, by either an individual student or a group of students, is expressly prohibited on Duluth School District property or at school-related functions. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.~~

~~Apparent permission or consent by a student being bullied does not lessen the prohibitions contained in this policy.~~

~~Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.~~

~~False accusations or reports of bullying against another student are also prohibited.~~

~~No District employee, volunteer, or contractor shall permit, condone, or tolerate bullying.~~

IV. REPORTING PROCEDURE

~~It is everyone's responsibility to report bullying behavior, not just the person targeted. Any student who believes he or she has been the victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct shall report the alleged acts immediately to the Building Principal or designee, either verbally or in writing.~~

~~A person may make an initial report to any District Employee and may report bullying anonymously. However, the Duluth School District's ability to take action against an alleged perpetrator based solely on an anonymous report may be limited.~~

Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well

The Duluth School District has made available to the reporting party or complainant the use of a report form. ~~See the Parent & Student Handbook, c~~Contact the Principal, or Duluth Public Schools ~~District~~ Website at isd709.org/families/bullying-harassment to access bullying report forms.

The building principal or designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the ~~principal or designee~~ building report taker, the complaint shall be made directly with the Assistant Superintendent or Superintendent of the Duluth School District. Please see our Parent & Student Handbook or Duluth Public Schools ~~District~~ Website at isd709.org for Principal and Duluth Public Schools ~~District~~ contact information.

The ~~principal or designee~~ building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The ~~principal or designee~~ building report taker or a third party designated by the school district shall be responsible for the investigation. The ~~principal or designee~~ building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected

individuals as appropriate.

A District employee, volunteer, or contractor shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who receives a report of, observes or has other knowledge or belief of conduct that may constitute bullying shall make reasonable efforts to address and resolve the prohibited conduct and inform ~~principal or designee~~ the building report taker immediately. District employees who fail to inform the building report taker of conduct that may constitute bullying in a timely manner may be subject to disciplinary action.

Reports of bullying are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.

The Duluth School District will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Duluth School District's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, or work assignments, or educational or work environment.

V. ~~PREVENTION, INVESTIGATION, AND RESPONSE~~ SCHOOL DISTRICT ACTION

~~Many student conflicts can be resolved immediately and do not require reporting or creation of an incident report or office discipline referral. Schools must respond to bullying in a manner tailored to the individual incident, considering the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance.~~

~~It is the Duluth School District's responsibility to prevent bullying and to take action to investigate, respond, remediate, and discipline those involved in acts of bullying which have not been successfully prevented – to the extent possible given that such conduct affects the educational environment of Duluth Schools and the rights and welfare of its students, and is within the control of Duluth School District in its normal operations.~~

~~Prevention – Each school will utilize research-based developmentally appropriate best practice prevention strategies. These prevention strategies may include but are not limited to: teaching respect and acceptance of difference between people, positive behavior interventions and supports, social emotional learning, intentionally creating positive student and staff relationships, and preparing students for when bullying behavior does occur.~~

Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others,

pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the ~~principal or designee~~ the building report taker may take into account following factors:

- The developmental ages and maturity levels of the parties involved.
- The potential for culturally misinterpreting behavior.
- The levels of harm, surrounding circumstances, and nature of the behavior.
- Past incidences or past or continuing patterns of behavior.
- The relationship between the parties involved.
- The context in which the alleged incidents occurred.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

~~Upon completion of the investigation, the Duluth School District will take appropriate action with the student harmed and with the student who violated the prohibited conduct policy.~~

Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.
- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:

    - Safety planning
    - Student conference(s)
    - Working with parents of involved students
    - Teaching/reteaching of desired skills or behavior
    - Reinforcing desired skills or behaviors
    - School disciplinary action (detention, suspension, etc.)

- Connecting students/families to school, district, community resources
- Consideration of a restorative process if all parties are prepared and willing

~~Duluth School District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; Duluth School District policies; and regulations.~~

The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.

In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the District shall, when determined appropriate by the child's individualized education program ("IEP") team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

Investigation of a bullying incident shall be initiated as soon as possible but no later than three school days of receipt of a report. The Duluth School District may take immediate steps, at its discretion, to protect the target or victim of bullying or other prohibited conduct, the complainant, reporter, students, or others pending completion of an investigation of bullying, consistent with applicable law.

The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

School officials will notify the parent(s) or guardian(s) of students involved in a bullying incident and the remedial action taken, to the extent permitted by law, based on a confirmed report. ~~The Duluth School District is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the Duluth School District.~~

Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The Assistant Superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The Assistant Superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth School District contracts.

VI. RETALIATION OR REPRISAL

~~The Duluth School District will take appropriate action against any student or District employee who retaliates against any person who testifies or participates in an investigation, or against any person who testifies, assists, or participates in a proceeding or hearing relating to such bullying. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.~~

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the Building Principal or designee. Information regarding the number of reports of bullying and the action taken to resolve the reports will be provided to Duluth School District Climate Coordinator by the Building Principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

VIII. ~~PROFESSIONAL DEVELOPMENT~~ TRAINING AND EDUCATION

The District shall discuss this Policy with District employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this Policy.

~~Staff Professional development will:~~

A. ~~Be required on a three-year cycle for all school personnel to prevent, identify, and respond to bullying behavior.~~ The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. A district or school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:

1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.
2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.
3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.
4. Recognizing, responding to and reporting bullying.
5. Information about the incidence and nature of cyberbullying.
6. Information about Internet safety issues as they relate to cyberbullying.
7. Student-staff relationships and initial responses to students making a report.
8. A review of the district's reporting requirements related to bullying and cyberbullying.

Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
2. Partner with parents and other community members to develop and implement prevention and intervention programs;
3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
4. train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
5. Teach students to advocate for themselves and others;
6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

The Duluth School District will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

IX. NOTICE

The Duluth School District will give annual notice of this policy to students, parents or guardians, and staff ~~through the following practices:~~ , and this policy shall appear in the student handbook.

~~A. A script, orally or in writing, using age appropriate language, will be shared with all students during the fall of each school year.~~
~~B. This policy shall fully appear in the Parent/Student Handbook with notice of the policy in the Employee Handbook.~~
~~C. This policy shall be given to each district employee and independent contractor at the time of entering into the person's employment contract.~~
~~D. Information regarding this policy will be included in information communicated to volunteers at time of entering into volunteer agreement.~~
~~E. A report will be provided annually to the School Board at the July Education Committee Meeting, including a summary of the number of bullying reports submitted and the action taken to resolve reports. This will be done without releasing any case specific information or personnel data.~~
~~F. This policy must be available to all parents and other school community members in an electronic format in the languages appearing on the district or school Web site, consistent with the district policies and practices.~~

This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.

This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084
First Reading: 7/18/2017
Adopted: 8/22/2017 ISD709

*Adopted:*_____ *MSBA/MASA Model Policy 515*
Orig. 1995
*Revised:*_____ *Rev. 2022*

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The school district recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the school district, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

III. DEFINITIONS

A. Authorized Representative

"Authorized representative" means any entity or individual designated by the school district, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

B. Biometric Record

"Biometric record," as referred to in "Personally Identifiable," means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

C. Dates of Attendance

"Dates of attendance," as referred to in "Directory Information," means the period of time during which a student attends or attended a school or schools in the school district, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student's attendance at a school or schools in the school district.

D. Directory Information

"Directory information" means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes the student's name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;

2. a student's identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;

3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student's identity, such as a PIN, password, or other factor known or possessed only by the student;

4. personally identifiable data which references religion, race, color, social position, or nationality; or

5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student's parent or guardian.

[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to designate some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. Federal law now allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the school district or by a party acting for the school district.

2. What does not constitute education records. The term "education records" does not include:

a. Records of instructional personnel that are:

(1) kept in the sole possession of the maker of the record;

(2) used only as a personal memory aid;

(3) not accessible or revealed to any other individual except a temporary substitute teacher; and

(4) destroyed at the end of the school year.

b. Records of a law enforcement unit of the school district, provided education records maintained by the school district are not disclosed to the unit, and the law enforcement records are:

(1) maintained separately from education records;

(2) maintained solely for law enforcement purposes; and

(3) disclosed only to law enforcement officials of the same jurisdiction.

c. Records relating to an individual, including a student, who is employed by the school district which:

(1) are made and maintained in the normal course of business;

(2) relate exclusively to the individual in that individual's capacity as an employee; and

(3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the school district who is employed as a result of his or her status as a student are education records.

d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:

(1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;

(2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the school district.

e. Records created or received by the school district after an individual is no longer a student at the school district and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;

2. Perform a supervisory or instructional task directly related to the student's education;

3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

"Parent" means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The school district may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

"Personally identifiable" means that the data or information includes, but is not limited to: (a) a student's name; (b) the name of the student's parent or other family member; (c) the address of the student or student's family; (d) a personal identifier such as the student's social security number or student number or biometric record; (e) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the school district reasonably believes knows the identity of the student to whom the education record relates.

L. Record

"Record" means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

"Responsible authority" means *[designate title and actual name of individual]*.

N. Student

"Student" includes any individual who is or has been in attendance, enrolled, or registered at the school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

O. School Official

"School official" includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

~~*[Note: School districts may wish to reference police liaison officers in the definition of a "school official." Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the school district's legal counsel is recommended.]*~~

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

IV. GENERAL CLASSIFICATION

State law provides that all data collected, created, received, or maintained by a school district are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a school district which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;

2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;

4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;

5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school district to comply with the federal law and the regulations promulgated thereunder;

6. The right to be informed about rights under the federal law; and

7. The right to obtain a copy of this policy at the location set forth in Section XXI. of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The school district shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

1. The school district shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.

2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:

   a. a specification of the records to be disclosed;

   b. the purpose or purposes of the disclosure;

   c. the party or class of parties to whom the disclosure may be made;

   d. the consequences of giving informed consent; and

   e. if appropriate, a termination date for the consent.

3. When a disclosure is made under this subdivision:

   a. if the parent or eligible student so requests, the school district shall provide him or her with a copy of the records disclosed; and

   b. if the parent of a student who is not an eligible student so requests, the school district shall provide the student with a copy of the records

disclosed.

4. A signed and dated written consent may include a record and signature in electronic form that:

   a. identifies and authenticates a particular person as the source of the electronic consent; and

   b. indicates such person's approval of the information contained in the electronic consent.

5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:

   a. in plain language;

   b. dated;

   c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;

   d. specific as to the nature of the information the subject is authorizing to be disclosed;

   e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;

   f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and

   g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

   Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the

eligible student unless otherwise provided herein, if the disclosure is:

1. To other school officials, including teachers, within the school district whom the school district determines have a legitimate educational interest in such records;

2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside party:

   a. performs an institutional service or function for which the school district would otherwise use employees;

   b. is under the direct control of the school district with respect to the use and maintenance of education records; and

   c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;

3. To officials of other schools, school districts, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the school district will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;

4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;

5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

   a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or

   b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the school district that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the school district shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

8. To accrediting organizations in order to carry out their accrediting functions;

9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;

10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the school district makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the school district initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the school district may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;

13. Information the school district has designated as "directory information" pursuant to Section VII. of this policy;

14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;

15. To the parent of a student who is not an eligible student or to the student himself or herself;

16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;

17. To volunteers who are determined to have a legitimate educational interest in the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:

    a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

    The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the

information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by a superintendent under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

    The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal

identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The school district may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;

2. Pursuant to a statute specifically authorizing access to the private data; or

3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the school district may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the school district).

C. Present Students and Parents

The school district may disclose directory information from the education records of a

student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:

   a. the types of personally identifiable information regarding students and/or parents that the school district has designated as directory information;

   b. the parent's or eligible student's right to refuse to let the school district designate any or all of those types of information about the student and/or the parent as directory information; and

   c. the period of time in which a parent or eligible student has to notify the school district in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

[Note: Federal law allows a school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.

3. A parent or eligible student may not opt out of the directory information disclosures to:

   a. prevent the school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or

   b. prevent the school district from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the school district as directory information.

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information

is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;

2. Home address;

3. School presently attended by student;

4. Parent's legal relationship to student, if applicable; and

5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The school district may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The school district will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the school district pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the

responsible authority shall consider the following factors:

a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;

b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;

c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;

d. whether the data in question is of such a nature that disclosure of it to the parent may lead to physical or emotional harm to the minor data subject; and

e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When a school district updates its enrollment forms in the ordinary course of business, the school district must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Department of Education.

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the school district as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The school district may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the school district determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.

2. A complainant has access to a statement he or she provided to the school district.

3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other school district students, school district employees, and/or attorney data as defined in Minnesota Statutes section 13.393.

4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:

   a. a decision by the school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district or its attorney decides to renew the civil legal action;

   b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or

   c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.

5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the school district maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq*.

XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS

A. The school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.

B. Data released to military recruiting officers under this provision:

1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;

2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority *[designate title of individual, i.e., building principal]* in writing by *[date]* each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

5. Parent's legal relationship to student, if applicable;

6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and

7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.

D. Annually, the school district will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.

E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the school district's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the school district has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

Consistent with the requirements herein, the school district may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the school district from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the school district provided:

   a. The disclosures meet the requirements of Section VI. of this policy; and

   b. The school district has complied with the record-keeping requirements of Section XIII. of this policy.

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of

dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

[Note: 42 United States Code section§ 14071 was repealed. School districts should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]

C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the school district.

D. Notification

The school district shall inform the party to whom a disclosure is made of the requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years.

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

The responsible authority shall be responsible for the maintenance and security of student records.

B. Record Security

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

C. Plan for Securing Student Records

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;

2. Titles and addresses of person(s) responsible for the security of student records;

3. Location of student records, by category, in the buildings;

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the school district. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

E. Record Keeping

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

   a. the parties who have requested or received personally identifiable information from the education records of the student;

   b. the legitimate interests these parties had in requesting or obtaining the information; and

   c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.

2. In the event the school district discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:

   a. the names of the additional parties to which the receiving party may disclose the information on behalf of the school district;

   b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and

   c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the school district disclosed information from an education record. The school district shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a

student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.

[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the school district chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]

4. The record of requests of disclosures may be inspected by:

   a. the parent of the student or the eligible student;

   b. the school official or his or her assistants who are responsible for the custody of the records; and

   c. the parties authorized by law to audit the record-keeping procedures of the school district.

5. The school district shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:

   a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and

   b. the parties to whom the school district disclosed the information.

6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district maintains the student's education records.

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. <u>Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student</u>

The school district shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the school district to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The school district shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

1. The right to a response from the school district to reasonable requests for explanations and interpretations of records; and

2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the school district shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.

3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the school district shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The school district shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the school district shall consider the following:

   a. the cost of materials, including paper, used to provide the copies;

   b. the cost of the labor required to prepare the copies;

   c. any schedule of standard copying charges established by the school district in its normal course of operations;

   d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and

   e. mailing costs.

2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.

3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the school district amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the school district to make. The request shall be signed and dated by the requestor.

2. The school district shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.

3. If the school district decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

B. Right to a Hearing

If the school district refuses to amend the education records of a student, the school district, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the school district decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.

2. If, as a result of the hearing, the school district decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the school district, or both.

3. Any statement placed in the education records of the student under Subdivision B. of this section shall:

   a. be maintained by the school district as part of the education records of the student so long as the record or contested portion thereof is maintained by the school district; and

   b. if the education records of the student or the contested portion thereof is disclosed by the school district to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the school district has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.

2. The hearing may be conducted by any individual, including an official of the school district who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.

3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.

4. The school district shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

XVI. PROBLEMS ACCESSING DATA

A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.

B. Data practices compliance official means *[designate title and actual name of individual]*.

C. Any request by an individual with a disability for reasonable modifications of the school district's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W., Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

XVIII. WAIVER

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate,

misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;

4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of FERPA and the rules promulgated thereunder;

5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the school district has determined to have legitimate educational interests; and

6. That the school district forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The school district shall provide for the need to effectively notify parents of students identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The school district shall provide for the need to effectively notify parents or eligible students identified as disabled.

XX. DESTRUCTION AND RETENTION OF RECORDS

Destruction and retention of records by the school district shall be controlled by state and federal law.

XXI. COPIES OF POLICY

Copies of this policy may be obtained by parents and eligible students at the superintendent's office.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer

Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

Cross References: MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 417 (Chemical Use and Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)
MSBA/MASA Model Policy 520 (Student Surveys)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 722 (Public Data Requests)
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

5060 COLLECTION, MAINTENANCE, DISSEMINATION, AND RETENTION OF STUDENT RECORDS AND INFORMATION

Schools maintain extensive and intimate information about students and their families for legitimate educational purposes, including instructional, guidance, evaluation, and research. The collection and maintenance of information about students or their families constitutes an intrusion into their privacy. Therefore, efficient administration of student records is a fundamental responsibility of the School District.

The internet and secure web access have altered the ways that confidential information may be accessed, communicated, and transferred by members of society. Those changes are influencing instruction and student learning. The School Board supports access by students, parents/guardians, teachers, and administrators to informational resources that will improve participation in a child's education and improve communication between students, parents/ guardians, and the students' teachers.

The Duluth Public Schools manages student information electronically and will make the education records available for viewing only to authorized parents/guardians and students with a secure connection over the internet. All parents/guardians and students will comply with the internet use regulations and all technology regulations/procedures, as well as all other District policies that may apply.

The purpose of a Records Retention policy is to provide a plan for managing student records by giving continuing authority to dispose of records under Minn. Statute 138.17. The responsible authority for the maintenance and security of student records shall be the Superintendent of Schools.

Previously, the School District adopted the Student Records section of the School District General Records Retention Schedule as developed and published by the Minnesota Department of Administration (School Board Resolution B-7-99-1913 dated July 20, 1999). The District will comply with all of the minimum standards set out in the Retention Schedule. Although the District reserves the right to retain certain records for a period longer than the State proposes, it will not shorten any retention period to less than what is recommended by the Department of Administration.

Special Education Records

All records of students receiving special education services will be retained for at least seven years following the last date of eligibility for services to the student. The "last date of eligibility for services" means either the student's graduation or the last day on which the student was eligible for services from the District, whichever is later.

Reference: MN Data Practices Act, Chap 13

Adopted: 06-09-1970 ISD 709
Revised: 09-21-2010
05-17-2005
06-20-1995
05-09-1989
06-10-1986
05-11-1976
05-20-2014 ISD 709

*Adopted:*_____ *MSBA/MASA Model Policy 516.5*
Orig. 2023

*Revised:*_____

516.5 OVERDOSE MEDICATION

[Note: School districts are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of a prescription medication, particularly to an individual to whom it was not prescribed. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day ~~or at school district activities.~~

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the ~~school district's~~ medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff ~~in all school facilities and activities~~ and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to

ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

B. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

C. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select ~~numerous~~ Naloxone storage locations within the school site ~~and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).~~

[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References:
Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)
Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference:
MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading:

516.5 OVERDOSE MEDICATION

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)[1], and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day.

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.

B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.

D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.

E. **"Standing Order"** means directions from the medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:

1. Administration type

[1] Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the internasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

2. Dosage

3. Date of issuance

4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

A. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.

2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff at designated school sites and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.

3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:

   a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

   b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;

   c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and

   d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the

administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.

4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

B. Site Planning Teams

1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.

2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

C. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

A. The Site Planning Team will select ~~numerous~~ Naloxone storage locations within the school site.

B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.

C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

Legal References: Minn. Stat. § 13.32 (Educational Data)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.37 (General Nonpublic Data)
Minn. Stat. § 121A.21 (School Health Services)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 144.344 (Emergency Treatment)
Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.02 (Schedules of Controlled Substances)

Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)
Minn. Stat. § 604A.01 (Good Samaritan Law)
Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
20 U.S.C. § 1232g (Family Educational and Privacy Rights)

Cross Reference: MSBA/MASA Model Policy 516 (Student Medication)
Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading: 04.25.23
Second Reading:

1. **Purpose**

The Duluth Public School District believes that schools and school property should be safe and secure to protect individuals and their property from harm. To this end, the District supports the controlled use of ~~Closed Circuit Television (CCTV) video security~~ video/electronic surveillance systems in the district. The District also believes that the privacy of individuals
should be protected; and therefore, the use of video security must be strictly controlled to ensure protection of individual rights and compliance with federal and state laws addressing the privacy and disclosure of student records.

2. **Signage**

Explicit notification shall be accomplished with signage advising of video security systems on district property. Signage shall state: **Security Cameras in Use**

3. **Intent of Security System**

a. Review of incidents and disciplinary actions related to school district operations.
b. Judicious use of the system is implied and expected.
c. System is reactive, not proactive, and is not intended for real-time surveillance.
d. Any recording resulting in a disciplinary action constitutes an "educational record" per Family Educational Rights and Privacy Act (FERPA) for all students disciplined due to the incident.
e. All viewing or releasing of videos involving students must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and FERPA regulations, 20 U.S.C. § 1232g and the rules and/or regulations promulgated thereunder.

4. **Viewing**

a. Viewing is defined as visual inspection only.
b. Administrators who have access to the security cameras, may allow District staff and/or school Liaison Officer(s) to view video for appropriate identification of individual(s) or appropriate disciplinary action.
c. All viewing requests by non-district staff, including parent/guardians, must be pre-approved by the Superintendent or his/her designee in accordance with FERPA and the Minnesota Government Data Practices Act.

5. **Releasing Videos**

a. Release is defined as providing copies.
b. All videos released outside of ISD#709 containing student data must be subpoenaed in accordance with FERPA, as above.
c. The Technology Department of ISD709 will keep a copy of all videos released in a secure location.
d. Fees may be required for all videos released. Fees could include media replacement costs, as well as hourly reimbursement.
e. All videos must be approved for release by the Superintendent or his/her designee in accordance with the Minnesota Government Data Practices Act. FERPA does not apply unless students are depicted in the video.

Adopted:

532R Regulations and Restrictive Procedures Plan

In accordance with Minnesota Statute 125A.0942, Subd. 1, every school district is required to develop and make public a plan that discloses its use of restrictive procedures. The plan specifically outlines the list of restrictive procedures the school intends to use; how the school will monitor and review the use of restrictive procedures, including post use debriefings and convening an oversight committee; and a written description and documentation of the training and staff that have completed the training.

Duluth Public Schools ISD709 promotes the use of positive behavioral approaches as an intervention for all students. Duluth Public Schools ISD 709 uses restrictive procedures only in response to behavior(s) that constitutes an emergency, even if written into a child's Individualized Education Program (IEP) or Positive Behavior Intervention Plan (BIP).

A. **Definitions**

The following terms are defined as:

1. "Emergency" means a situation where immediate intervention is needed to protect a child or other individual from physical injury. Emergency does not mean circumstances such as: a child who does not respond to a task or request and instead places his or her head on a desk or hides under a desk or table; a child who does not respond to a staff person's request unless failing to respond would result in physical injury to the child or other individual; or an emergency incident has already occurred and no threat of physical injury currently exists. Minn. Stat. § 125A.094(b).

2. "Physical holding" means physical intervention intended to hold a child immobile or limit a child's movement, where body contact is the only source of physical restraint, and where immobilization is used to effectively gain control of a child in order to protect a child or other individual from physical injury. Minn. Stat.§ 125A.0941(c). The term physical holding does not mean physical contact that:
   a. helps a child respond or complete a task;
   b. assists a child without restricting the child's movement;
   c. is needed to administer an authorized health-related service or procedure; or d. is needed to physically escort a child when the child does not resist or the child's resistance is minimal.

3. "Positive behavioral interventions and supports" means interventions and strategies to improve the school environment and teach children the skills to behave appropriately.

4. "Restrictive procedures" means the use of physical holding or seclusion in an emergency. Restrictive procedures must not be used to punish or otherwise discipline a child. Minn. Stat. § 125A.0941(f).

5. "Prone restraint**"** means placing/holding a student in a face down position. Use of Prone restraint under any and all conditions has ended as of August 1, 2015. 6. "Seclusion" means confining a child alone in a room from which egress is barred. Egress may be barred by an adult locking or closing the door in the room or preventing the child from leaving the room. Minn. Stat. § 125A.0941(g). Removing a child from an activity to a location where the child cannot participate in or observe the activity is not seclusion.

B. **Staff Training - Requirements and Additional Training Content Requirements**

Staff who design and use behavioral interventions will complete training in the use of positive approaches as well as restrictive procedures. Training records will identify the content of the training, attendees and training dates. ~~Duluth Department of Special Services #709~~ Duluth Public Schools will compile a list of all Nonviolent Crisis Intervention (NCI) trainings from the Crisis Prevention Institute (CPI) and retain attendance records in the district office.

Additional Training Content

Additional Training Content in the following areas will be provided to district staff and contracted personnel who have routine contact with students and who may use restrictive procedures:

1. Positive behavioral interventions;
2. Communicative intent of behaviors;
3. Relationship building;
4. Alternatives to restrictive procedures, including techniques to identify events and environmental factors that may escalate behavior;
5. De-escalation methods;
6. Standards for using restrictive procedures;
7. Obtaining emergency medical assistance;
8. Physiological and psychological impact of physical holding and seclusion;
9. Monitoring and responding to a child's physical signs of distress when physical holding is being used; and
10. Recognizing the symptoms of and interventions that may cause positional asphyxia when physical holding is used.

Note: Minimum expectations for training of additional content will be met by sharing additional training content during Non-Violent Crisis Intervention Trainings (full and refresher).

The following employee job classifications are authorized and certified to use restrictive procedures:

- Licensed special education teacher
- School social worker
- School psychologist
- Behavior analyst certified by the National Behavior Analyst Certification Board
- A person with a master's degree in behavior analysis
- Other licensed education professional
- Highly qualified education paraprofessional under Minn. Stat. § 120.B363
- Mental health professional as defined in Minn. Stat. § 245.4871, Subd. 27
- Other staff designated by the building administrator with required training

C. **Restrictive Procedures and Seclusion**

Restrictive procedures that may be used in emergency situations include physical holding and seclusion. Physical holding and seclusion will end when the threat of harm has ended and staff has determined that the student can safely return to the requested activity. Building nurse or health assistant will monitor and assess the student's physical condition during the restrictive procedure.

Physical Holdings

Duluth Public Schools intend to use the following types of physical holding: Children's Control, Team Control, Transport, and Interim Control. Additionally, situational application of holding principals for lower, medium, and higher level holding in a seated or standing position may be used. Prone restraint is prohibited and may not be used.

Seclusion

Duluth Public Schools do not use any rooms for seclusion.

D. **Prohibited Procedures**

Duluth Public Schools prohibits the use of the following procedures on a child:

1. Corporal Punishment which includes conduct involving: (a) hitting or spanking a person with or without an object; or (2) unreasonable physical force that causes bodily harm or substantial emotional harm.
2. Requiring the student to assume and maintain specified physical position, activity, or posture that induces physical pain.
3. Presenting an intense sound, light or other sensory stimuli using smell, taste, substance, or spray as punishment.
4. Denying or restricting the students access to equipment and devices such as wheelchairs, hearing aids or communication boards that facilitate the student's functioning except when temporarily removing the equipment or device is needed to prevent injury to the student others or serious damage to the equipment or device, in which case the equipment or device shall be returned to the student as soon as possible.
5. Interacting with a student in a manner that constitutes sexual abuse, neglect, or physical abuse.
6. Totally or partially restricting a student's senses as punishment.
7. Withholding regularly scheduled meals or water.
8. Denying the student access to bathroom facilities.
9. Physical holding that restricts or impairs a student's ability to breathe.

E. ***Documentation of a Restrictive Procedure***

Each time a restrictive procedure is used, the staff person who implements or oversees the restrictive procedure shall document, as soon as possible after the incident concludes, the following information:

- A description of the incident that led to the restrictive procedure;
- Why a least restrictive intervention failed or was determined by staff to be inappropriate or impractical;
- The time the restrictive procedure began and ended; and
- A brief record of the child's behavioral and physical status.

The use of restrictive procedures in emergency situations will be documented through the use of the Use of Restrictive Procedures - Gen Ed (Google Form) for general education students and Use of Restrictive Procedure-Physical Holding or Seclusion (SpEd Forms) for students who receive special education services.

F. **Documentation of Post-Use Staff Debriefing Meeting**

Each time a restrictive procedure is used, the staff person who implemented or oversaw the restrictive procedure shall conduct a post-use debriefing with involved staff within two school days of the incident after the restrictive procedure concludes. There will be at least one staff member attending the debriefing meeting who was not involved in the incident and has behavioral expertise. The Debriefing Meeting will be documented with the Staff Debriefing Meeting Form (Google Form) or Staff Debriefing Meeting Form (SpEd Forms).

If the post-use debriefing meeting reveals that the use of a restrictive procedure was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate restrictive procedures documentation and recommend training needs.

G. **Keeping of Records**

Documentation for all restrictive procedures will be ~~submitted to the administrative assistant to the director of special services (paper copies for all students receiving special services and electronically for all general education students)~~ retained by ISD 709. Records will be retained for at least seven years following the last date of eligibility for students receiving special education services ~~special services to the student~~.

H. **Documentation for an IEP**

The use of restrictive procedures will be documented on the Use of Restrictive Procedure-Physical Holding (SpEd Forms). Reviews will be conducted in accordance with MN Statute 125A.0942 Subd. 2(c), which requires when restrictive procedures are used on two separate school days within 30 calendar days, or when a pattern emerges and restrictive procedures are not included in a child's IEP or BIP; or at the request of a parent or the district after restrictive procedures are used. The district must review use of restrictive procedures at a child's annual IEP meeting when the child's IEP provides for using restrictive procedures in an emergency. Minn. Stat. § 125A.0942, Subd. 2(c).

If the IEP team determines that existing interventions and supports are ineffective in reducing the use of restrictive procedures or the district uses restrictive procedures on a child on ten or more school days during the same school year, the team, as appropriate, either must consult with other professionals working with the child; consult with experts in behavior analysis, mental health, communication, or autism; consult with culturally competent professionals; review existing evaluations, resources, and successful strategies; or consider whether to reevaluate the child. Minn. Stat. § 125A.0942, Subd. 2 (d).

At the meeting, the team will review any known medical or psychological limitations that contraindicate the use of a restrictive procedure, consider whether to prohibit that restrictive procedure, and document any prohibition in the IEP or BIP. Minn. Stat. §125A.0942, Subd. 2(e).

Record retention will be in accordance with district policies on student records policy #~~5060~~ 515.

I. **Building Oversight Committees**

At the start of the school year, schools will publicly identify oversight committee members and the purpose of the Building Oversight Committee. For schools that use restrictive procedures, the Building Oversight Committee will meet quarterly to review collected data provided in the documentation of restrictive procedures and debriefing meetings for general education students and students who receive special education. The Committee will complete the Building Oversight Committee Review form quarterly (Google Form). At the end of the school year, the Building Oversight Committee will complete the Annual Summary of Use of Restrictive Procedures form (Google Form). The Building Oversight Committee will make recommendations in regards to the District's Restrictive Procedures Plan, indicate training needs, and establish a plan for addressing Committee recommendations.

For students with an IEP, The oversight committee members must at least include:

- A mental health professional, school psychologist, or school social worker;
- An expert in positive behavior strategies
- A special education administrator; and
- A general education administrator. Minn. Stat. § 125A.0942, Subd. 1(b).

If the post-use debriefing meeting reveals that the use of a restrictive procedure was not used appropriately, the Building Oversight Committee will convene immediately to ensure corrective action is taken. The Building Oversight Committee will review and evaluate restrictive procedures documentation and recommend training needs.

For students with an IEP, The District Oversight Committee (composed of the Special Services Leadership Team and Climate Coordinator) will review the Annual Summary of Use of Restrictive Procedures form (Google Form) from each school building within the school district and assist with future trainings.

J. **Notification of Use of Restrictive Procedures**

The Duluth Public Schools shall make reasonable efforts to notify the parent by phone on the same day when restrictive procedures are used in an emergency. If the school is unable to provide same-day notice, notice will be sent by written or electronic means or as otherwise indicated by the parent.

Building administrators will receive written or electronic notification when restrictive procedures are used in emergency situations.

K. **Positive Behavior Interventions and Supports**

Duluth School District #709 is committed to the three aims of: safe and welcoming environment; high achievement for all; and effective and efficient systems. The district is committed to using positive behavioral interventions and supports to ensure a safe and welcoming environment throughout the school district which will allow for the high achievement for all students. Positive behavior interventions and supports improve the school environment and teach children the skills to behave appropriately.

References: MS 125.0942, Subd. 1
MS 125.0942, Subd. 2(c)

Accepted: 6/21/2016 ISD709
Reviewed:

513R Student Promotion, Retention, and Program Design

Purpose

- The purpose of this regulation is to provide a student access to appropriate content when ready ahead of peers.

Acceleration Guidelines

- Acceleration acknowledges that a student has already achieved at the requisite level to qualify for a higher grade placement overall or in a specific subject.
- Acceleration is seen as an intervention within the Multi-Tiered Systems of Support (MTSS) framework to be considered when the current grade level curriculum is a significant mismatch between the student's academic needs, motivation, and readiness.
- Acceleration decisions must involve a comprehensive team (Acceleration Team) discussion guided by an objective and timely process. The Acceleration Team will consist of the building principal, acceleration specialist, the student's classroom teacher, counselor, school psychologist and other personnel as deemed necessary by the individual student's needs (i.e. Special Education Case Manager, English Language (EL) Coordinator, Immersion Program Coordinator, Families in Transition (Homeless) representative, a representative from the Office of Education Equity, American Indian Education representative, social-emotional learning specialist, content specialist).
- The acceleration specialist will maintain communication with the team during the evaluation period.
- The assignment of the student is the legal prerogative of the superintendent or designee.

Whole Grade Acceleration Procedure: (K-8)

1. The acceleration referral is made to the building principal by the parent/guardian or staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time, but should be no later than April 15th for the following fall acceleration.

2. After the acceleration specialist has been notified by the building principal, the acceleration specialist gathers existing student data including at least two documented strategies to meet the student's advanced academic needs, including curriculum compacting and extension/enrichment activities, previous test scores, work samples, teacher rating scales and a summary of classroom achievement.

3. The Acceleration Team will review the existing data.

4. District personnel (acceleration specialist or school psychologist) will administer appropriate assessments which are included on the Iowa Acceleration Scale (IAS), which includes collection of parent information and perspective. If a student's home language is not English, an assessment will be made available in the home language.

5. Following testing, the Acceleration Team will meet to discuss the results, keeping in mind research regarding critical items and criteria for successful grade acceleration as outlined in the assessment. Criteria for grade acceleration may include:
    - Student scores consistently are 95% or higher on curriculum-based assessments.
    - Student achievement skill of approximately two years above grade level in core subject areas as measured by local and/or state assessments.
    - A full-scale ability score of 130 +/- the standard error of measurement.
    - Information from the IAS.

    - 6. The Acceleration Team will make one or more of the following recommendations: The students will continue in regular programs with no changes.
    - Enrichment. The students will receive curriculum-based services or extensions in one or more subjects to be determined by classroom teacher and gifted education/differentiation specialist.
    - Acceleration. The student will accelerate in a specific subject.
    - Acceleration. The student will accelerate one grade level.

1. 7. If acceleration is recommended a Written Acceleration Plan that includes class placement, standardized assessments,and transitions will be developed. The transition plan should address minor gaps that may occur. Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.
    - Assessment:
        i. A whole-grade accelerated student is required to take all standardized assessments for the grade in which they enroll.
    - A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment). Transition Period:
        i. A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the

areas of academic and social emotional adjustment. The Acceleration Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.

8. If acceleration is not recommended the following will be considered.
   - Recommendations for the current grade level will be developed as necessary.
   - Classroom teacher and acceleration specialist will monitor student progress.

9. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the Acceleration Team will be reconvened and provided any additional information.

Subject Acceleration Procedure (K-12)

Note for Credit Bearing Courses: The goal of acceleration is appropriate placement. If a student accelerates beyond a course required for graduation, that graduation requirement will be considered met. The student will receive credit for the course, a grade of "P" and no GPA points. A student may attempt to accelerate beyond a course only once. Students who choose subject acceleration are then fully enrolled in the next course and expected to meet expectations. The grade impacts the GPA. In high school, there are many different ways for students to be challenged in specific subjects. Enriching and accelerated courses include honors, AP, CITS, and CTE. PSEO is also available for students who meet guidelines. We encourage you to explore these options for your high school age student. For more information, please visit https://www.isd709.org/departments/curriculum-and-instruction/index

1. The acceleration referral is made to the building principal/counselor by the parent/guardian, student, or staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time. If acceleration is recommended, the timing of the acceleration will be determined by the Acceleration Team.

2. After the acceleration specialist has been notified by the building principal, the specialist gathers existing student data including at least two documented strategies to meet student's acceleration needs, previous test scores, work samples, teacher rating scales and a summary of classroom achievement.

3. The Acceleration Team will review the existing data.

4. Subjects Eligible for Acceleration. The following subjects are eligible for acceleration consideration. Placement is dependent upon schedule and availability and class size.

a. English Language Arts (must be in English)
b. Math
c. World Language (must be in target language)
d. Music

For students who have had an exceptional learning experience outside of ISD709, please refer to policy 620, credit for learning, for additional opportunities.

5. A student wishing to accelerate may be asked to take a placement assessment that may be written or performance based depending upon the subject. District personnel (acceleration specialist or content specialist) will administer appropriate assessments. The assessment may include a written and/or performance assessment. If a student's home language is not English, an assessment will be made available in the home language.

6. The Acceleration Team will make one or more of the following recommendations:
a. The student will continue in the regular class with no changes.
b. The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
c. Placement. The student will be placed in the appropriate course.
d. Acceleration. The student will accelerate in a specific subject.

7. If acceleration is recommended, a Written Acceleration Plan that includes class placement, standardized assessments, and transitions will be developed. The transition plan should address minor gaps that may occur. Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.
a. Assessment:
i. A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).
b. Transition Period:
. A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The Acceleration Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.
c. Transportation:
. Transportation is not provided to courses that are located at a site other than the student's home school. In some instances, a course may be available in an online format to help minimize this barrier.

Elementary Retention:

1. Students who do not achieve at a level deemed acceptable by local and state standards may be retained at their current grade level. Efforts will be made to alter the student's program to better suit each student's needs.

2. Retention will be considered when professional staff, in cooperation with the parents, have determined that it is in the best interest of the student. Many factors will be considered prior to making such a decision. Some of the factors to be included are scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors, as well as attendance and age. It is also recommended that the Light Retention Scale be utilized as another tool to assist in the decision. Retention shall not be based on a single factor.
3. Conferences/discussions between school personnel and parents concerning retention should be initiated by the winter conferences and earlier if the situation warrants it.

4. Retention is a decision that must be made between school personnel and the parent (guardian). If school personnel and parents (guardian) disagree over the issue of promotion and/or retention, a conciliation meeting will be held in an attempt to resolve the differences. The Director of Curriculum or designee will conduct the conciliation meeting as soon as possible after it is obvious that the school and parents (guardians) cannot agree. The school of the parent (guardian) may initiate the conciliation meeting by contacting the Director of Curriculum or designee.

Early Admission to Kindergarten Testing Criteria:

1. Your child must score at or above the 90th percentile on the Wechsler Preschool and Primary Scale of Intelligence, Third Edition. Performance at or above the 90th percentile is a generally identified and agreed upon marker designating high ability in a given area.

2. Your child must demonstrate the ability to read 100 words from a list provided; as well as read fluently and comprehend a story appropriate for mid-level kindergarten. He/She must also achieve 80% accuracy on a letter identification sound-symbol relationship measure.

3. There must be evidence that your child has successfully completed two years in preschool. This addresses the area of social development. Your child's preschool teacher will be asked to complete the ABAS-II (Adaptive Behavior Assessment System) rating form.

Adopted:
Revised:

Acceleration Request Form

(Please submit to the student's principal)

Student Information

Student's Name: Date of Birth:

School: Current Grade:

Parent/Guardian Information

Name of person requesting this acceleration:

Relationship to student:

Phone and/or Email:

Acceleration Request

Type of Acceleration:

- Single Subject (K-12) Please indicate subject/course _____
- Whole Grade (K-8)

Name of teacher for current grade or course:

Please state rationale for this request including any interventions that have already been implemented to meet the student's advanced academic needs:

Please note, this form will initiate the process of collecting preliminary information about the student. It does not mean acceleration will necessarily occur.

I have read the procedures for acceleration and understand the process that will be followed to determine if acceleration is appropriate for this student. I grant permission for the necessary assessments needed to determine if acceleration is appropriate.

_____ _____

Parent/Guardian Signature Date

513R Student Promotion, Retention, and Program Design

Purpose

- The purpose of this regulation is to provide a student access to appropriate content when ready ahead of site based grade-level peers.

Acceleration Guidelines

- Acceleration acknowledges that a student has already achieved at the requisite level to qualify for a higher grade placement overall or in a specific subject.
- Acceleration is seen as ~~an~~ Tier 3 placement for exceptional learners ~~intervention~~ within the Multi-Tiered Systems of Support (MTSS) framework to be considered when the current grade level curriculum is a significant mismatch between the student's academic needs~~, motivation,~~ and readiness as compared to their grade-level peers locally and nationally.
- Acceleration decisions must involve a comprehensive team ~~(Acceleration Team)~~ discussion guided by an objective and timely process. The ~~Acceleration~~ site team ~~will~~ may consist of the building principal, acceleration specialist, the student's classroom teacher, counselor, school psychologist and other personnel as deemed necessary by the individual student's needs. ~~(i.e. Special Education Case Manager, English Language (EL) Coordinator, Immersion Program Coordinator, Families in Transition (Homeless) representative, a representative from the Office of Education Equity, American Indian Education representative, social-emotional learning specialist, content specialist).~~
- The acceleration specialist will maintain communication with the team during the evaluation period.
- The assignment of the student is the legal prerogative of the superintendent or designee.

Whole Grade Acceleration Procedure: (K-~~8~~ 4)

1. The acceleration referral is made ~~to the building principal~~ by the parent/guardian or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school psychologist. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time~~,~~. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1 for new to district enrollees. ~~but should be no later than April 15th for the following fall acceleration.~~

2. After the acceleration request has been submitted, the Acceleration Specialist ~~has been notified by the building principal, the acceleration specialist~~ gathers existing student data to determine if the student's scores meet the initial pre-screening requirements. ~~including at least two documented strategies to meet the student's advanced academic needs, including curriculum compacting and extension/enrichment activities, previous test scores, work samples, teacher rating scales and a summary of classroom achievement.~~

3. ~~The Acceleration Team will review the existing data.~~ If the initial data does not meet the initial pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, district personnel will administer appropriate assessments which are included on the Iowa Acceleration Scale (IAS), which include a collection of parent information and perspective. Please refer to the whole grade acceleration procedures and criteria flow chart for specific guidelines.

~~4. District personnel (acceleration specialist or school psychologist) will administer appropriate assessments which are included on the Iowa Acceleration Scale (IAS), which includes collection of parent information and perspective. If a student's home language is not English, an assessment will be made available in the home language.~~

4. Following testing and data collecting, the ~~Acceleration T~~ site team will meet to discuss the results, keeping in mind research regarding critical items and criteria for successful grade acceleration as outlined in the assessment. Criteria for grade acceleration may include:
    - Student scores consistently are 95% or higher on curriculum-based assessments.
    - Student achievement skill of approximately two years above grade level in core subject areas as measured by local and/or state assessments.
    - A full-scale ability score of 130 +/- the standard error of measurement. ○ Information from the IAS.
    - 90% or above on grade level mastery assessments.

5. The ~~Acceleration T~~ site team will make one or more of the following recommendations:
    - No Change: The students will continue in regular programs with no changes.
    - Enrichment. The students will receive curriculum-based services or extensions in one or more subjects to be determined by classroom teacher and gifted education/differentiation specialist.
    - Acceleration. The student will accelerate in a specific subject.
    - Acceleration. The student will accelerate one grade level.

6. If acceleration is recommended, an Acceleration Plan will be written ~~a Written Acceleration Plan~~ that includes class placement, standardized assessments,and transitions ~~will be developed~~. The ~~transition~~ acceleration plan should address minor gaps that may occur with the transition. Accelerated students should be

expected to achieve at a performance level comparable with their performance at their previous grade.

- Whole Grade Assessment: A whole-grade accelerated student is required to take all standardized assessments for the grade in which they enroll.
  - ~~A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).~~
- Transition Period: The length of the transition period will be determined by the site team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and/or counselor will inform the site team of student transition progress that includes information from the classroom teacher, parent, and student in the areas of academic and social emotional adjustment. The site team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.
  ~~A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check-ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The Acceleration Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.~~

7. If acceleration is not recommended the following will be considered.
   - Recommendations for the current grade level will be developed as necessary.
   - Classroom teacher and acceleration specialist will monitor student progress.

8. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the ~~Acceleration~~ site Team will be reconvened and provided any additional information.

Subject Acceleration Procedure (~~K-12~~ 4)

~~Note for Credit Bearing Courses: The goal of acceleration is appropriate placement. If a student accelerates beyond a course required for graduation, that graduation requirement will be considered met. The student will receive credit for the course, a grade of "P" and no GPA points. A student may attempt to accelerate beyond a course only once. Students who choose subject acceleration are then fully enrolled in the next course and expected to meet expectations. The grade impacts the GPA. In high school, there are many different ways for students to be challenged in specific subjects. Enriching and accelerated courses include honors, AP, CITS, and CTE. PSEO is also available for students who meet guidelines. We encourage you to explore these options for your high school age student. For more information, please visit https://www.isd709.org/departments/curriculum-and-instruction/index~~

1. The acceleration referral is initiated ~~made to the building principal/counselor~~ by the parent/guardian~~, student,~~ or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school psychologist. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1st for new to district enrollees. ~~If acceleration is recommended, the timing of the acceleration will be determined by the Acceleration Team.~~

2. After the acceleration specialist has received the acceleration request form ~~been notified by the building principal~~, the acceleration specialist will gather existing student data to determine if the student scores meet initial pre-screening requirements. Please refer to the acceleration procedures and criteria flow chart for specific information. If the initial data does not meet the pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, the student wishing to accelerate will be asked to take a grade level mastery assessment. District personnel (acceleration specialist or content specialist) will administer appropriate assessments which are included on the acceleration procedures and criteria flow chart. ~~including at least two documented strategies to meet student's acceleration needs, previous test scores, work samples, teacher rating scales and a summary of classroom achievement.~~

3. ~~The Acceleration Team will review the existing data~~.

3. Subjects Eligible for Acceleration~~. The following subjects~~: English Language Arts and Math. ~~are eligible for acceleration consideration. Placement is dependent upon schedule and availability and class size.~~

   ~~a. aEnglish Language Arts (must be in English)~~
   ~~b. Math~~
   ~~c. World Language (must be in target language)~~
   d. ~~Music~~

   For students who have had an exceptional learning experience outside of ISD709, please refer to policy 620, credit for learning, for additional opportunities.

4. ~~A student wishing to accelerate may be asked to take a placement assessment that may be written or performance based depending upon the subject. District personnel (acceleration specialist or content specialist) will administer appropriate assessments. The assessment may include a written and/or performance assessment. If a student's home language is not English, an assessment will be made available in the home language.~~ Following testing, the site team will meet to review the results. Criteria for single subject acceleration may include:

   a. Student scores consistently are 95% or higher on curriculum based assessments.
   b. Student achievement skills of consistently two years above grade level in content areas as measured by local and/or state assessments.
   c. Recommended by current teacher.
   d. 90% of above on grade level mastery assessments

5. ~~The Acceleration Team~~ The site team will make one or more of the following recommendations:

   a. No Change: The student will continue in the regular class with no changes.
   b. Enrichment: The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
   c. Placement:The student will be placed in the appropriate course.
   d. Acceleration: The student will accelerate in a specific subject.

6. If acceleration is recommended, the site based team will create a plan ~~a Written Acceleration Plan that~~ including placement and timing of transitions. ~~class placement, standardized assessments, and transitions will be developed. The transition plan should address minor gaps that may occur.~~ Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

   a. Assessment:
      A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).
   b. Transition Period:
      The length of the transition period will be determined by the site team, up to a length of six weeks. ~~A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks.~~ At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The ~~Acceleration~~ site Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.
   c. Transportation:
      ~~Transportation is not provided to courses that are located at a site other than the student's home school. In some instances, a course may be available in an online format to help minimize this barrier.~~
      If single subject acceleration is recommended, families must sign an acknowledgement form indicating they understand that at both 5th grade and 8th grade, accelerated courses are taught on a virtual platform. Students may not be transported to another school to attend in person instruction.

Subject Acceleration Procedure (~~K~~ 5-12)

Note for Credit Bearing Courses: The goal of acceleration is appropriate placement. If a student accelerates beyond a course required for graduation, that graduation requirement will be considered met. The student will receive credit for the course, a grade of "P" and no GPA points. A student may attempt to accelerate beyond a course only once. Students who choose subject acceleration are then fully enrolled in the next course and expected to meet expectations. The grade impacts the GPA. In high school, there are many different ways for

students to be challenged in specific subjects. Enriching and accelerated courses include honors, AP, CITS, and CTE. PSEO is also available for students who meet guidelines. We encourage you to explore these options for your high school age student. For more information, please visit https://www.isd709.org/departments/curriculum-and instruction/index

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~~3. The Acceleration Team will review the existing data.~~

3. Subjects Eligible for Acceleration. The following subjects are eligible for acceleration consideration. Placement is dependent upon schedule and availability and class size.
    a. English Language Arts (must be in English)
    b. Math
    c. World Language (must be in target language)
    d. ~~Music~~

    For students who have had an exceptional learning experience outside of ISD709, please refer to policy 620, credit for learning, for additional opportunities.

4. ~~A student wishing to accelerate may be asked to take a placement assessment that may be written or performance based depending upon the subject. District personnel (acceleration specialist or content specialist) will administer appropriate assessments. The assessment may include a written and/or performance assessment. If a student's home language is not English, an assessment will be made available in the home language.~~ Following testing, the site team will meet to review the results. Criteria for single subject acceleration may include:
    a. Student scores consistently are 95% or higher on curriculum based assessments.
    b. Student achievement skills of consistently two years above grade level in content areas as measured by local and/or state assessments.
    c. Course standards assessment results

5. ~~The Acceleration Team~~ The site team will make one or more of the following recommendations:
   a. No Change: The student will continue in the regular class with no changes.
   b. Enrichment: The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
   c. Placement:The student will be placed in the appropriate course.
   d. Acceleration: The student will accelerate in a specific subject.

6. If a middle school acceleration is recommended, the site based acceleration team will create a plan including placement and timing of transitions. If a high school acceleration is recommended, the site based acceleration team will work with counselors to plan for a new pathway to graduation. ~~acceleration is recommended, a Written Acceleration Plan that includes class placement, standardized assessments, and transitions will be developed. The transition plan should address minor gaps that may occur.~~ Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

   a. Assessment:
      A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).
   b. Transition Period:
      The length of the transition period for a middle school student will be determined by the site team, up to a length of six weeks. ~~A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks.~~ At the end of the transition period, the specialist, teacher, and counselor will inform the ~~Acceleration~~ site team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The ~~Acceleration~~ site team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.

   c. Transportation:
      ~~Transportation is not provided to courses that are located at a site other than the student's home school. In some instances, a course may be available in an online format to help minimize this barrier.~~

If single subject acceleration is recommended, families must sign an acknowledgement form indicating they understand that at both 5th grade and 8th grade, accelerated courses are taught on a virtual platform. Students may not be transported to another school to attend in person instruction.

Elementary Retention:

1. Students who do not achieve at a level deemed acceptable by local and state standards may be retained at their current grade level. Efforts will be made to alter the student's program to better suit each student's needs.

2. Retention will be considered when professional staff, in cooperation with the parents, have determined that it is in the best interest of the student. Many factors will be considered prior to making such a decision. Some of the factors to be included are scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors, as well as attendance and age. It is also recommended that the Light Retention Scale be utilized as another tool to assist in the decision. Retention shall not be based on a single factor.

3. Conferences/discussions between school personnel and parents concerning retention should be initiated by the winter conferences and earlier if the situation warrants it.

4. Retention is a decision that must be made between school personnel and the parent (guardian). If school personnel and parents (guardian) disagree over the issue of promotion and/or retention, a conciliation meeting will be held in an attempt to resolve the differences. The Director of Curriculum or designee will conduct the conciliation meeting as soon as possible after it is obvious that the school and parents (guardians) cannot agree. The school of the parent (guardian) may initiate the conciliation meeting by contacting the Director of Curriculum or designee.

Early Admission to Kindergarten Testing Criteria: Deadline April 1

1. Your child must score at or above the 90th percentile on the Wechsler Preschool and Primary Scale of Intelligence, Third Edition. Performance at or above the 90th percentile is a generally identified and agreed upon marker designating high ability in a given area.

2. Your child must demonstrate the ability to read 100 words from a list provided; as well as read fluently and comprehend a story appropriate for mid-level kindergarten. He/She must also achieve 80% accuracy on a letter identification sound-symbol relationship measure.

3. There must be evidence that your child has successfully completed two years in preschool. This addresses the area of social development. Your child's preschool teacher will be asked to complete the ABAS-II (Adaptive Behavior Assessment System) rating form.

Adopted:
Revised:

Acceleration Request Form

(Please submit to the student's principal)

Student Information

Student's Name:

Date of Birth:

School:

Current Grade:

Parent/Guardian Information

Name of person requesting this acceleration:

Relationship to student:

Phone and/or Email:

Acceleration Request

Type of Acceleration:

- Single Subject (K-12) Please indicate the subject/course you are wishing to accelerate out of.

  _____

- Whole Grade (K-4)

Name of teacher for current grade or course:

Please state rationale for this request including any interventions that have already been implemented to meet the student's advanced academic needs:

Please note, this form will initiate the process of collecting preliminary information about the student. It does not mean acceleration will necessarily occur.

I have read the procedures for acceleration and understand the process that will be followed to determine if acceleration is appropriate for this student. I grant permission for the necessary assessments needed to determine if acceleration is appropriate. This may include a formal measure of intellectual functioning, formal measure of academic skills, etc.

_____ _____

Parent/Guardian Signature Date

Purpose

- The purpose of this regulation is to provide a student access to appropriate content when ready ahead of site based grade-level peers.

Acceleration Guidelines

- Acceleration acknowledges that a student has already achieved at the requisite level to qualify for a higher grade placement overall or in a specific subject.
- Acceleration is seen as ~~an~~ Tier 3 placement for exceptional learners ~~intervention~~ within the Multi-Tiered Systems of Support (MTSS) framework to be considered when the current grade level curriculum is a significant mismatch between the student's academic needs~~, motivation,~~ and readiness as compared to their grade-level peers locally and nationally.
- Acceleration decisions must involve a comprehensive team ~~(Acceleration Team)~~ discussion guided by an objective and timely process. The ~~Acceleration~~ site team ~~will may~~ must consist of the building principal, the student's classroom teacher, and the school psychologist. The site team may also consist of the acceleration specialist, school counselor, and other personnel as deemed necessary by the individual student's needs. ~~acceleration specialist, the student's classroom teacher, counselor, school psychologist and other personnel as deemed necessary by the individual student's needs. (i.e. Special Education Case Manager, English Language (EL) Coordinator, Immersion Program Coordinator, Families in Transition (Homeless) representative, a representative from the Office of Education Equity, American Indian Education representative, social emotional learning specialist, content specialist).~~
- The acceleration specialist will maintain communication with the team during the evaluation period.
- The assignment of the student is the legal prerogative of the superintendent or designee.

Whole Grade Acceleration Procedure: (K-~~8~~ 4)

1. The acceleration referral is made ~~to the building principal~~ by the parent/guardian or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school psychologist. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time~~,~~. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1 for new to district enrollees. ~~but should be no later than April 15th for the following fall acceleration.~~

2. After the acceleration request has been submitted, the Acceleration Specialist ~~has been notified by the building principal, the acceleration specialist~~ gathers existing student data to determine if the student's scores meet the initial pre-screening requirements. ~~including at least two documented strategies to meet the student's advanced academic needs, including curriculum compacting and extension/enrichment activities, previous test scores, work samples, teacher rating scales and a summary of classroom achievement.~~

3. ~~The Acceleration Team will review the existing data.~~ If the initial data does not meet the initial pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, district personnel will administer appropriate assessments which are included on the Iowa Acceleration Scale (IAS), which include a collection of parent information and perspective. Please refer to the whole grade acceleration procedures and criteria flow chart for specific guidelines.

~~4. District personnel (acceleration specialist or school psychologist) will administer appropriate assessments which are included on the Iowa Acceleration Scale (IAS), which includes collection of parent information and perspective. If a student's home language is not English, an assessment will be made available in the home language.~~

4. Following testing and data collecting, the ~~Acceleration T~~ site team will meet to discuss the results, keeping in mind research regarding critical items and criteria for successful grade acceleration as outlined in the assessment. Criteria for grade acceleration may include:
    - Student scores consistently are 95% or higher on curriculum-based assessments.
    - Student achievement skill of approximately two years above grade level in core subject areas as measured by local and/or state assessments.
    - A full-scale ability score of 130 +/- the standard error of measurement. ○ Information from the IAS.
    - 90% or above on grade level mastery assessments.

5. The ~~Acceleration T~~ site team will make one or more of the following recommendations:
    - No Change: The students will continue in regular programs with no changes.
    - Enrichment. The students will receive curriculum-based services or extensions in one or more subjects to be determined by classroom teacher and gifted education/differentiation specialist.
    - Acceleration. The student will accelerate in a specific subject.
    - Acceleration. The student will accelerate one grade level.

6. If acceleration is recommended, an Acceleration Plan will be written ~~a Written Acceleration Plan~~ that includes class placement, standardized assessments,and transitions ~~will be developed~~. The ~~transition~~ acceleration plan should address minor gaps that may occur with the transition. Accelerated students should be

expected to achieve at a performance level comparable with their performance at their previous grade.

- Whole Grade Assessment: A whole-grade accelerated student is required to take all standardized assessments for the grade in which they enroll.
  - ~~A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).~~
- Transition Period: The length of the transition period will be determined by the site team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and/or counselor will inform the site team of student transition progress that includes information from the classroom teacher, parent, and student in the areas of academic and social emotional adjustment. The site team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.
  ~~A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check-ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The Acceleration Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.~~

7. If acceleration is not recommended the following will be considered.
   - Recommendations for the current grade level will be developed as necessary.
   - Classroom teacher and acceleration specialist will monitor student progress.

8. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the ~~Acceleration~~ site Team will be reconvened and provided any additional information.

Subject Acceleration Procedure (~~K-12~~ 4)

~~Note for Credit Bearing Courses: The goal of acceleration is appropriate placement. If a student accelerates beyond a course required for graduation, that graduation requirement will be considered met. The student will receive credit for the course, a grade of "P" and no GPA points. A student may attempt to accelerate beyond a course only once. Students who choose subject acceleration are then fully enrolled in the next course and expected to meet expectations. The grade impacts the GPA. In high school, there are many different ways for students to be challenged in specific subjects. Enriching and accelerated courses include honors, AP, CITS, and CTE. PSEO is also available for students who meet guidelines. We encourage you to explore these options for your high school age student. For more information, please visit https://www.isd709.org/departments/curriculum-and-instruction/index~~

1. The acceleration referral is initiated ~~made to the building principal/counselor~~ by the parent/guardian~~, student,~~ or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school psychologist. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1st for new to district enrollees. ~~If acceleration is recommended, the timing of the acceleration will be determined by the Acceleration Team.~~

2. After the acceleration specialist has received the acceleration request form ~~been notified by the building principal~~, the acceleration specialist will gather existing student data to determine if the student scores meet initial pre-screening requirements. Please refer to the acceleration procedures and criteria flow chart for specific information. If the initial data does not meet the pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, the student wishing to accelerate will be asked to take a grade level mastery assessment. District personnel (acceleration specialist or content specialist) will administer appropriate assessments which are included on the acceleration procedures and criteria flow chart. ~~including at least two documented strategies to meet student's acceleration needs, previous test scores, work samples, teacher rating scales and a summary of classroom achievement.~~

3. ~~The Acceleration Team will review the existing data~~.

3. Subjects Eligible for Acceleration~~. The following subjects~~: English Language Arts and Math. ~~are eligible for acceleration consideration. Placement is dependent upon schedule and availability and class size.~~

   ~~a. aEnglish Language Arts (must be in English)~~
   ~~b. Math~~
   ~~c. World Language (must be in target language)~~
   d. ~~Music~~

   For students who have had an exceptional learning experience outside of ISD709, please refer to policy 620, credit for learning, for additional opportunities.

4. ~~A student wishing to accelerate may be asked to take a placement assessment that may be written or performance based depending upon the subject. District personnel (acceleration specialist or content specialist) will administer appropriate assessments. The assessment may include a written and/or performance assessment. If a student's home language is not English, an assessment will be made available in the home language.~~ Following testing, the site team will meet to review the results. Criteria for single subject acceleration may include:

   a. Student scores consistently are 95% or higher on curriculum based assessments.
   b. Student achievement skills of consistently two years above grade level in content areas as measured by local and/or state assessments.
   c. Recommended by current teacher.
   d. 90% of above on grade level mastery assessments

5. ~~The Acceleration Team~~ The site team will make one or more of the following recommendations:

   a. No Change: The student will continue in the regular class with no changes.
   b. Enrichment: The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
   c. Placement:The student will be placed in the appropriate course.
   d. Acceleration: The student will accelerate in a specific subject.

6. If acceleration is recommended, the site based team will create a plan ~~a Written Acceleration Plan that~~ including placement and timing of transitions. ~~class placement, standardized assessments, and transitions will be developed. The transition plan should address minor gaps that may occur.~~ Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

   a. Assessment:
      A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).
   b. Transition Period:
      The length of the transition period will be determined by the site team, up to a length of six weeks. ~~A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks.~~ At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The ~~Acceleration~~ site Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.
   c. Transportation:
      ~~Transportation is not provided to courses that are located at a site other than the student's home school. In some instances, a course may be available in an online format to help minimize this barrier.~~
      If single subject acceleration is recommended, families must sign an acknowledgement form indicating they understand that at both 5th grade and 8th grade, accelerated courses are taught on a virtual platform. Students may not be transported to another school to attend in person instruction.

7. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the ~~Acceleration~~ site Team will be reconvened and provided any additional information.

Subject Acceleration Procedure (~~K~~ 5-12)

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will be considered met. The student will receive credit for the course, a grade of "P" and no GPA points. A student may attempt to accelerate beyond a course only once. Students who choose subject acceleration are then fully enrolled in the next course and expected to meet expectations. The grade impacts the GPA. In high school, there are many different ways for students to be challenged in specific subjects. Enriching and accelerated courses include honors, AP, CITS, and CTE. PSEO is also available for students who meet guidelines. We encourage you to explore these options for your high school age student. For more information, please visit https://www.isd709.org/departments/curriculum-and instruction/index

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~~3. The Acceleration Team will review the existing data.~~

3. Subjects Eligible for Acceleration. The following subjects are eligible for acceleration consideration. Placement is dependent upon schedule and availability and class size.
    a. English Language Arts (must be in English)
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b. Student achievement skills of consistently two years above grade level in content areas as measured by local and/or state assessments.
c. Course standards assessment results

5. ~~The Acceleration Team~~ The site team will make one or more of the following recommendations:
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   b. Enrichment: The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
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   d. Acceleration: The student will accelerate in a specific subject.

6. If a middle school acceleration is recommended, the site based acceleration team will create a plan including placement and timing of transitions. If a high school acceleration is recommended, the site based acceleration team will work with counselors to plan for a new pathway to graduation. ~~acceleration is recommended, a Written Acceleration Plan that includes class placement, standardized assessments, and transitions will be developed. The transition plan should address minor gaps that may occur.~~ Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

   a. Assessment:
      A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).
   b. Transition Period:
      The length of the transition period for a middle school student will be determined by the site team, up to a length of six weeks. ~~A transition period is recommended. During this transition period, the acceleration specialist will coordinate supportive check ins that may include the acceleration specialist/ content area teacher, or counselor as needed. The length of the transition period will be determined by the acceleration team, up to a length of six weeks.~~ At the end of the transition period, the specialist, teacher, and counselor will inform the ~~Acceleration~~ site team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The ~~Acceleration~~ site team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.

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      ~~Transportation is not provided to courses that are located at a site other than the student's home school. In some instances, a course may be available in an online format to help minimize this barrier.~~

If single subject acceleration is recommended, families must sign an acknowledgement form indicating they understand that at both 5th grade and 8th grade, accelerated courses are taught on a virtual platform. Students may not be transported to another school to attend in person instruction.

7. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the ~~Acceleration~~ site Team will be reconvened and provided any additional information.

Elementary Retention:

1. Students who do not achieve at a level deemed acceptable by local and state standards may be retained at their current grade level. Efforts will be made to alter the student's program to better suit each student's needs.

2. Retention will be considered when professional staff, in cooperation with the parents, have determined that it is in the best interest of the student. Many factors will be considered prior to making such a decision. Some of the factors to be included are scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors, as well as attendance and age. It is also recommended that the Light Retention Scale be utilized as another tool to assist in the decision. Retention shall not be based on a single factor.

3. Conferences/discussions between school personnel and parents concerning retention should be initiated by the winter conferences and earlier if the situation warrants it.

4. Retention is a decision that must be made between school personnel and the parent (guardian). If school personnel and parents (guardian) disagree over the issue of promotion and/or retention, a conciliation meeting will be held in an attempt to resolve the differences. The Director of Curriculum or designee will conduct the conciliation meeting as soon as possible after it is obvious that the school and parents (guardians) cannot agree. The school of the parent (guardian) may initiate the conciliation meeting by contacting the Director of Curriculum or designee.

Early Admission to Kindergarten Testing Criteria: Deadline April 1

1. Your child must score at or above the 90th percentile on the Wechsler Preschool and Primary Scale of Intelligence, Third Edition. Performance at or above the 90th percentile is a generally identified and agreed upon marker designating high ability in a given area.

2. Your child must demonstrate the ability to read 100 words from a list provided; as well as read fluently and comprehend a story appropriate for mid-level kindergarten. He/She must also achieve 80% accuracy on a letter identification sound-symbol relationship measure.

3. There must be evidence that your child has successfully completed two years in preschool. This addresses the area of social development. Your child's preschool teacher will be asked to complete the ABAS-II (Adaptive Behavior Assessment System) rating form.

Adopted:
Revised:

Acceleration Request Form

(Please submit to the student's principal)

Student Information

Student's Name:

Date of Birth:

School:

Current Grade:

Parent/Guardian Information

Name of person requesting this acceleration:

Relationship to student:

Phone and/or Email:

Acceleration Request

Type of Acceleration:

- Single Subject (K-12) Please indicate the subject/course you are wishing to accelerate out of.

  _____

- Whole Grade (K-4)

Name of teacher for current grade or course:

Please state rationale for this request including any interventions that have already been implemented to meet the student's advanced academic needs:

Please note, this form will initiate the process of collecting preliminary information about the student. It does not mean acceleration will necessarily occur.

I have read the procedures for acceleration and understand the process that will be followed to determine if acceleration is appropriate for this student. I grant permission for the necessary assessments needed to determine if acceleration is appropriate. This may

include a formal measure of intellectual functioning, formal measure of academic skills, etc.

Parent/Guardian Signature	Date

Purpose

- The purpose of this regulation is to provide a student access to appropriate content when ready ahead of site based grade-level peers.

Acceleration Guidelines

- Acceleration acknowledges that a student has already achieved at the requisite level to qualify for a higher grade placement overall or in a specific subject.
- Acceleration is seen as Tier 3 placement for exceptional learners within the Multi-Tiered Systems of Support (MTSS) framework to be considered when the current grade level curriculum is a significant mismatch between the student's academic needs and readiness as compared to their grade-level peers locally and nationally.
- Acceleration decisions must involve a comprehensive team discussion guided by an objective and timely process. The site team must consist of the building principal, the student's classroom teacher, and the school psychologist. The site team may also consist of the acceleration specialist, school counselor, and other personnel as deemed necessary by the individual student's needs.
- The acceleration specialist will maintain communication with the team during the evaluation period.
- The assignment of the student is the legal prerogative of the superintendent or designee.

Whole Grade Acceleration Procedure: (K-4)

1. The acceleration referral is made by the parent/guardian or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school psychologist. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1 for new to district enrollees.

2. After the acceleration request has been submitted, the Acceleration Specialist gathers existing student data to determine if the student's scores meet the initial pre-screening requirements.

3. If the initial data does not meet the initial pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, district personnel will administer appropriate assessments which are included on the Iowa Acceleration Scale (IAS), which include a collection of parent information and perspective. Please refer to the whole grade acceleration procedures and criteria flow chart for specific guidelines.

4. Following testing and data collecting, the site team will meet to discuss the results, keeping in mind research regarding critical items and criteria for successful grade acceleration as outlined in the assessment. Criteria for grade acceleration may include:
    - Student scores consistently are 95% or higher on curriculum-based assessments.
    - Student achievement skill of approximately two years above grade level in core subject areas as measured by local and/or state assessments.
    - A full-scale ability score of 130 +/- the standard error of measurement. ○ Information from the IAS.
    - 90% or above on grade level mastery assessments.

5. The site team will make one or more of the following recommendations:
    - No Change: The students will continue in regular programs with no changes.
    - Enrichment. The students will receive curriculum-based services or extensions in one or more subjects to be determined by classroom teacher and gifted education/differentiation specialist.
    - Acceleration. The student will accelerate in a specific subject.
    - Acceleration. The student will accelerate one grade level.

6. If acceleration is recommended, an Acceleration Plan will be written that includes class placement, standardized assessments,and transitions. The acceleration plan should address minor gaps that may occur with the transition. Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

    - Whole Grade Assessment: A whole-grade accelerated student is required to take all standardized assessments for the grade in which they enroll.

    - Transition Period: The length of the transition period will be determined by the site team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and/or counselor will inform the site team of student transition progress that includes information from the classroom teacher, parent, and student in the areas of academic and social emotional adjustment. The site team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.

7. If acceleration is not recommended the following will be considered.
    - Recommendations for the current grade level will be developed as necessary.
    - Classroom teacher and acceleration specialist will monitor student progress.

8. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the site Team will be reconvened and provided any additional information.

Subject Acceleration Procedure (K-4)

1. The acceleration referral is initiated by the parent/guardian or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school psychologist. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1st for new to district enrollees.

2. After the acceleration specialist has received the acceleration request form, the acceleration specialist will gather existing student data to determine if the student scores meet initial pre-screening requirements. Please refer to the acceleration procedures and criteria flow chart for specific information. If the initial data does not meet the pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, the student wishing to accelerate will be asked to take a grade level mastery assessment. District personnel (acceleration specialist or content specialist) will administer appropriate assessments which are included on the acceleration procedures and criteria flow chart.

3. Subjects Eligible for Acceleration: English Language Arts and Math.

   For students who have had an exceptional learning experience outside of ISD709, please refer to policy 620, credit for learning, for additional opportunities.

4. Following testing, the site team will meet to review the results. Criteria for single subject acceleration may include:

   a. Student scores consistently are 95% or higher on curriculum based assessments.
   b. Student achievement skills of consistently two years above grade level in content areas as measured by local and/or state assessments.
   c. Recommended by current teacher.
   d. 90% of above on grade level mastery assessments

5. The site team will make one or more of the following recommendations:

   a. No Change: The student will continue in the regular class with no changes.
   b. Enrichment: The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
   c. Placement:The student will be placed in the appropriate course.
   d. Acceleration: The student will accelerate in a specific subject.

6. If acceleration is recommended, the site based team will create a plan including placement and timing of transitions. Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

   a. Assessment:
      A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject

placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).

b. Transition Period:
The length of the transition period will be determined by the site team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and counselor will inform the Acceleration Team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The site Team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.

c. Transportation:
If single subject acceleration is recommended, families must sign an acknowledgement form indicating they understand that at both 5th grade and 8th grade, accelerated courses are taught on a virtual platform. Students may not be transported to another school to attend in person instruction.

7. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the site Team will be reconvened and provided any additional information.

Subject Acceleration Procedure (5-12)

Note for Credit Bearing Courses: The goal of acceleration is appropriate placement. If a student accelerates beyond a course required for graduation, that graduation requirement will be considered met. The student will receive credit for the course, a grade of "P" and no GPA points. A student may attempt to accelerate beyond a course only once. Students who choose subject acceleration are then fully enrolled in the next course and expected to meet expectations. The grade impacts the GPA. In high school, there are many different ways for students to be challenged in specific subjects. Enriching and accelerated courses include honors, AP, CITS, and CTE. PSEO is also available for students who meet guidelines. We encourage you to explore these options for your high school age student. For more information, please visit https://www.isd709.org/departments/curriculum-and instruction/index

1. The acceleration referral is initiated by the parent/guardian, or district staff member based on the student's current academic performance using the district's referral form (Acceleration Request form). This form is automatically sent to the Acceleration Specialist who will forward it onto the building principal and school counselor. Written approval is obtained from the parent/guardian for an assessment process to begin regarding potential acceleration by completing and signing the Acceleration Request Form. The process may be initiated at any time. However, in order for a request to pertain to the following academic school year, it must be received no later than April 1st for current students and before September 1st for new to district enrollees.

2. After the acceleration specialist has received the acceleration request form, the acceleration specialist will gather existing student data to determine if the student scores meet initial pre-screening requirements. Please refer to the acceleration procedures and criteria flow chart for specific information. If the initial data does not meet the pre-screening requirements, the process ceases and the family will be notified. If the data supports continuation of the request, the student wishing to accelerate will be asked to take a course standards assessment. District personnel

(acceleration specialist or content specialist) will administer appropriate assessments which are included on the acceleration procedures and criteria flow chart.

3. Subjects Eligible for Acceleration. The following subjects are eligible for acceleration consideration. Placement is dependent upon schedule and availability and class size.
    a. English Language Arts (must be in English)
    b. Math
    c. World Language (must be in target language)

    For students who have had an exceptional learning experience outside of ISD709, please refer to policy 620, credit for learning, for additional opportunities.

4. Following testing, the site team will meet to review the results. Criteria for single subject acceleration may include:
    a. Student scores consistently are 95% or higher on curriculum based assessments.
    b. Student achievement skills of consistently two years above grade level in content areas as measured by local and/or state assessments.
    c. Course standards assessment results

5. The site team will make one or more of the following recommendations:
    a. No Change: The student will continue in the regular class with no changes.
    b. Enrichment: The student will continue in the regular class with further opportunities for curriculum compacting and/or extension/enrichment.
    c. Placement:The student will be placed in the appropriate course.
    d. Acceleration: The student will accelerate in a specific subject.

6. If a middle school acceleration is recommended, the site based acceleration team will create a plan including placement and timing of transitions. If a high school acceleration is recommended, the site based acceleration team will work with counselors to plan for a new pathway to graduation. Accelerated students should be expected to achieve at a performance level comparable with their performance at their previous grade.

    a. Assessment:
        A subject-accelerated student is required to take all standardized assessments for the grade in which they are enrolled rather than an individual subject placement. (For example, a 6th grade student that has been subject accelerated in ELA to grade 7 would still take the 6th grade reading standardized assessment).
    b. Transition Period:
        The length of the transition period for a middle school student will be determined by the site team, up to a length of six weeks. At the end of the transition period, the specialist, teacher, and counselor will inform the site team of student transition progress that includes information from the classroom teacher, parent and student in the areas of academic and social emotional adjustment. The site team will decide whether the transition period was successful and should be deemed permanent or whether the team should reconvene to revise the plan to better meet the student's needs.

    c. Transportation:
        If single subject acceleration is recommended, families must sign an acknowledgement form indicating they understand that at both 5th grade and 8th grade, accelerated courses are taught on a virtual platform. Students may not be transported to another school to attend in person instruction.

7. Parents may appeal the committee's decision by writing a letter of request for further consideration to the superintendent or designee. If the need for further consideration is determined, the site Team will be reconvened and provided any additional information.

Elementary Retention:

1. Students who do not achieve at a level deemed acceptable by local and state standards may be retained at their current grade level. Efforts will be made to alter the student's program to better suit each student's needs.

2. Retention will be considered when professional staff, in cooperation with the parents, have determined that it is in the best interest of the student. Many factors will be considered prior to making such a decision. Some of the factors to be included are scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors, as well as attendance and age. It is also recommended that the Light Retention Scale be utilized as another tool to assist in the decision. Retention shall not be based on a single factor.

3. Conferences/discussions between school personnel and parents concerning retention should be initiated by the winter conferences and earlier if the situation warrants it.

4. Retention is a decision that must be made between school personnel and the parent (guardian). If school personnel and parents (guardian) disagree over the issue of promotion and/or retention, a conciliation meeting will be held in an attempt to resolve the differences. The Director of Curriculum or designee will conduct the conciliation meeting as soon as possible after it is obvious that the school and parents (guardians) cannot agree. The school of the parent (guardian) may initiate the conciliation meeting by contacting the Director of Curriculum or designee.

Early Admission to Kindergarten Testing Criteria: Deadline April 1

1. Your child must score at or above the 90th percentile on the Wechsler Preschool and Primary Scale of Intelligence, Third Edition. Performance at or above the 90th percentile is a generally identified and agreed upon marker designating high ability in a given area.

2. Your child must demonstrate the ability to read 100 words from a list provided; as well as read fluently and comprehend a story appropriate for mid-level kindergarten. He/She must also achieve 80% accuracy on a letter identification sound-symbol relationship measure.

3. There must be evidence that your child has successfully completed two years in preschool. This addresses the area of social development. Your child's preschool teacher will be asked to complete the ABAS-II (Adaptive Behavior Assessment System) rating form.

Adopted:
Revised:

Acceleration Request Form

(Please submit to the student's principal)

Student Information

Student's Name:

Date of Birth:

School:

Current Grade:

Parent/Guardian Information

Name of person requesting this acceleration:

Relationship to student:

Phone and/or Email:

Acceleration Request

Type of Acceleration:

- Single Subject (K-12) Please indicate the subject/course you are wishing to accelerate out of.

  _____

- Whole Grade (K-4)

Name of teacher for current grade or course:

Please state rationale for this request including any interventions that have already been implemented to meet the student's advanced academic needs:

Please note, this form will initiate the process of collecting preliminary information about the student. It does not mean acceleration will necessarily occur.

I have read the procedures for acceleration and understand the process that will be followed to determine if acceleration is appropriate for this student. I grant permission for the necessary assessments needed to determine if acceleration is appropriate. This may include a formal measure of intellectual functioning, formal measure of academic skills, etc.

_____ _____

Parent/Guardian Signature Date

PUBLIC NOTICE

Independent School District No. 709 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:

   a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;

   b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;

   c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;

   d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer, or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a "legitimate educational interest" if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, and student health and welfare and the ability to respond to a request for educational data;

   e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment, including information about disciplinary action

taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act ~~*[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]*~~ [and data regarding a student's history of violent behavior,] and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;

f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g and the rules promulgated thereunder. The name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, D.C. 20202

[optional] g. That the parent or eligible student has a right to obtain a copy of the school district's policy regarding the protection and privacy of pupil records; and

[optional] h. That copies of the school district's policy regarding the protection and privacy of school records are located at the office of the Superintendent or on the website at www.isd709.org/about-us/policies .

[optional] 2. Independent School District No. 709 has adopted a school board policy in order to comply with state and federal laws regarding education records. The policy does the following:

a. It classifies records as public, private, or confidential.

b. It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

c. It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy rights.

d. It establishes procedures and regulations for access to and disclosure of education records.

e. It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

3. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.

4. Pursuant to applicable law, Independent School District No. 709 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding "directory information."

"Directory information" includes the following information relating to a student: the student's name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address, and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position, or nationality.

[Note: The definition of directory information is found on page 515-2 of the school district's policy. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student's religion, race, color, social position, or nationality. A school district also may specify in this section that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a school district adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the school district are advised. Designation of directory information is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the school district.]

a. THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.

b. SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.

c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E., SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

(1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;

(2) HOME ADDRESS;

(3) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.

5. Pursuant to applicable law, Independent School District No. 709 hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, *[DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL],* BY *[INSERT DATE]* EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

(1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;

(2) HOME ADDRESS;

(3) STUDENT'S GRADE LEVEL;

(4) SCHOOL PRESENTLY ATTENDED BY STUDENT;

(5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;

(6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;

(7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to

any member of the public, including military recruiting officers and post-secondary educational institutions.

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH, MINNESOTA

Dated:_____

_____
Chair

[Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.]

JUVENILE JUSTICE SYSTEM
REQUEST FOR INFORMATION

Family Educational Rights and Privacy Act
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

DATE/TIME OF REQUEST:_____

TO:_____
(Superintendent of school district or chief administrative officer of school)

FROM:_____
(Requester's name/agency)

STUDENT:_____

BASIS FOR REQUEST:

_____ Juvenile delinquency investigation/prosecution

_____ Child protection assessment/investigation

_____ Investigation/filing of CHIPS or delinquency petition

REASON FOR REQUEST: (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

_____

_____

_____

_____

_____

RESPONSE TO REQUEST:

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

INFORMATION REQUESTED: (*mark all that apply*) **RESPONSE PROVIDED:** (*yes / no*)

Indicate whether you have data that document the student's:

_____ Use of a controlled substance, alcohol, or tobacco _____

_____	Assaultive or threatening conduct as defined in Minn. Stat. § 13.32, Subd. 8	_____
_____	Possession or use of weapons or look-alike weapons	_____
_____	Theft	_____
_____	Vandalism and damage to property	_____

CERTIFICATION: The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

_____

Signature/Title

[Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student's parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.]

STUDENT RECORD UPDATE FORM

PLEASE PRINT

CURRENT STUDENT NAME (First / Middle / Last) :_____

DATE OF REQUEST: _____

STUDENT ID# _____ SCHOOL _____

STUDENT AGE _____ DATE OF BIRTH _____

PLEASE ADD TO OR CHANGE THE FOLLOWING IN THE STUDENT RECORD:

UPDATED STUDENT NAME (First / Middle / Last):_____

GENDER (Required by the State of Minnesota): ☐ Female ☐ Male

PRONOUNS FLAG: ☐ She/Her/Hers ☐ He/Him/His ☐ They/Them/Their ☐ Write-in:_____

EMAIL and HOUSEHOLD RELATIONSHIPS (Change to reflect Updated Student Name) ☐ Yes ☐ No

- These change(s) are being requested because the student consistently identifies as the name and/or gender requested above.
- I understand that this form does not constitute a legal name and/or gender change and that this form only changes the name and/or gender of the student as reflected in the student records system.
- I understand that this form does not change the name used for "legal documents" including state testing processes or diplomas.
- I understand that the student's original name and/or gender will be retained in the history of the student records system.
- I understand that the State of Minnesota presently requires a gender of either "Female" or "Male" for state reporting purposes.
- I understand that changing my name and/or gender may complicate future record requests.
- I authorize release of the student's original and updated name/gender to authorized parties as part of student records requests.
- I understand the use of this form to indicate specific pronouns results in a "flag" in student records system. This "flag" will be visible to staff directly working with the student to review, listing pronouns.
- I understand that the elements of obscenity, health, and safety may be considered as legitimate causes for denial of my request.
- I understand that request to change the student's last name requires a court order or an updated birth certificate.

By signing and submitting this form, I request Duluth Public Schools change the name and/or gender of the student listed above.

_____ PRINT PARENT / GUARDIAN NAME(S)
(required for students under age 18)

_____ PARENT / GUARDIAN SIGNATURE(S)
(required for students under age 18)

_____ PRINT STUDENT NAME
(Always ask, required for students over age 18)

_____ STUDENT SIGNATURE
(Always ask, required for students over age 18)

Parent or Student: Submit form to Building Principal for approval

---

For Office Use Only

_____
PRINCIPAL SIGNATURE & Date (effective date)
(Indicates approval to make requested additions or changes)

Building Secretary: Submit approved record updates to tadmin@isd709.org.
Building Secretary: Add flag and pronouns to student records system
Building Secretary: Original to Student Cumulative File

~~5060~~ 515.1R COLLECTION, MAINTENANCE, AND DISSEMINATION OF STUDENT RECORDS AND INFORMATION

The Superintendent shall approve administrative regulations, which establish procedures and practices in regard to student records to:

1. Ensure that information and data collected from and about students by staff personnel will be used for the educational benefit of the students and attainment of the School District's educational goals and objectives.
2. Ensure that such information and data, be it manually or electronically stored, shall not be released to an unauthorized third party or parties without the written consent of the student and his/her parent or guardian.
3. Grant the student and/or his/her parent or guardian access to all school records pertaining to that student within a reasonable period of time following receipt of a written request by the principal or other designated staff member. If the student is eighteen years of age or older, only he/she may have access to those records, and the student must provide written consent prior to release of his/her records to a third party. The term "third party" includes parents.
4. Permit parents and/or their child the opportunity to challenge alleged inaccurate information within the student's record.
5. Ensure School District compliance with all federal and state statutes, as well as State Board of Education regulations, designed to protect the confidentiality and privacy rights of students and families. In accordance with these requirements, staff will be notified about students with communicable diseases if the information is necessary to provide an appropriate education or if special precautions are required. In accordance with the above requirements, the written permission of the students' parent or legal guardian must be secured.

Designation of a Responsible Authority

The School Board designates the Superintendent as the responsible authority having jurisdiction over all data collected and maintained on individuals.

The duties include:

1. Establishment of procedures and safeguards to ensure that information contained in records is accurate, complete, current, and available.
2. General supervision of collection and storage of data and use and dissemination of data to ensure that such activities are limited to those necessary for the administration and management of authorized programs.
3. Appointment of an individual to be responsible for each file or system containing data on individuals.
4. Document and file a report by August 1 of each year with the Minnesota Commissioner of Administration concerning the nature of all data on individuals which is collected and stored, the need for all, and intended use of such data.

Principals and other designated staff members shall be responsible for the maintenance, confidentiality, and security of student records. Records security at all times shall be maintained, including periods of authorized use as set forth in the administrative regulations.

References: MN Data Practices Act, Chap. 13

Adopted: 0 5-17-2005 ISD 709

~~5060~~ 515.2R RIGHTS OF STUDENTS AND PARENTS OR GUARDIANs REGARDING DATA COLLECTION

When school officials collect private data for student records, the student's parent or guardian, or the student if age eighteen years or older, shall be informed of the following:

1. Purpose and intended use of the data collected.
2. Whether he/she may refuse or is legally required to supply the data.
3. Possible consequences of supplying or refusing to supply requested information.
4. The identity of persons or entities authorized by state or federal law to receive the data.

Data Collection Requiring Written Consent

Plans for personality testing, diagnostic and assessment, and any other individual testing should proceed only with informed written consent of the student's parent or guardian. When such consent is required, the student's consent should also be obtained in those instances wherein he/she understands the nature and consequence of such data collection. When a student reaches the age of eighteen, or is married whether eighteen or not, his/her consent alone must be obtained.

Parents and students are to be fully informed, in writing, as to the methods by which the data will be collected and the purposes for which the data will be utilized.

This type of data-gathering will be done only by qualified professional staff members.

As noted above, private or confidential data collected on an individual shall not be collected, stored, used, or disseminated by the district for purposes other than those stated to the individual at the time of collection.

Data Collection Through Interview

Certain special problems are presented in gathering data in student interviews by counselors, social workers, nurses, administrators, and psychologists. In most of these situations the requirement of informed consent may not be met, perhaps because of the unforeseeable course of the interview process. It is the responsibility of the professional staff member to help the student understand the implications of the interview situation, to protect the rights of the student regarding confidentiality of information obtained, and to stress the voluntary character of the student's participation. The professional should seek parental consent and perhaps involvement when the student is clearly in need of intervention but declines to participate.

Examination of Records

Upon written request, an individual shall be informed as to whether he/she is the subject of stored data. Upon further request, the individual, or parent or guardian in the case of a minor, shall be shown the data within a reasonable period of time and without any charge.

(Upon request of the individual, parent or guardian, provision for access to the records must be made no later than 45 days after the request has been made.) A school official competent in interpreting records should be available to explain the meaning and implications of certain data included in the records.

After being shown and informed about data contained within the records, the student, parent or guardian need not be given access to the data again for six months thereafter, unless additional data has been collected. An entry in the Record of Inspection shall also be completed.

The School District shall provide copies of the records upon request of the subject individual, parent or guardian in the case of a minor, providing that the cost of such reproduction is borne by the requesting individual.

Exceptions

1. Desk Drawer Information: Student records maintained by instructional personnel are not deemed School District data and need not be disclosed to the student, parent or guardian if they meet all of the following qualifications:

   a. They are in the sole possession of the maker;
   b. They are not accessible or revealed to any other individual except a substitute teacher; and
   c. They are destroyed at the end of the school year.

2. The Superintendent, or his/her designee, is required to provide notification to minor students of their right to request denial of access to the parent or guardian. The Superintendent, or his/her designee, has the authority to withhold certain data from parents or guardians if the Superintendent, or his designee, determine that withholding the data would be in the best interests of the minor student. Such notification should be made part of the student bulletin at each school building or should be included in the Directory Information notice to households.

Right to Challenge Student Records

Following the examination of a student's records by the student, parent or guardian, he/she may elect to contest the accuracy of completeness of the records. If so, the following procedures are to be observed:

1. The student or parent is to notify the responsible authority in writing, describing the nature of the challenge.
2. The responsible authority shall, within thirty (30) days, correct or delete the data if it is found to be inaccurate, incomplete, or irrelevant. He/she must also attempt to notify past recipients of the correcting actions.
3. If the responsible authority finds the data to be accurate and complete, he/she will notify the contesting individual within thirty (30) days that the alleged inaccuracy, incompleteness, or irrelevancy is denied.

4. Should the student or parent choose to appeal the responsible authority's determination, an impartial review panel shall be established by the Superintendent. The burden of proof as to the accuracy of the record shall be on the School District. If the review panel finds the information to be inaccurate, incomplete, or irrelevant, the records shall be corrected.
5. Should the review panel support the responsible authority's contention that the record is accurate, complete, and relevant, the student and his/her parent or guardian shall have the right to prepare and sign written objections to the information. The written objections shall be made a permanent part of the record in question.

Warning to Staff Members Regarding Written Statements

Notes or anecdotal records made by professional staff members regarding a student do not enjoy immunity from charges of libel or slander. If placed in a student's record and exposed to public view, such notes may well be used as a basis for legal action. It is recommended that anecdotal records contain only factual statements and be devoid of value judgments and personal opinions.

References: 20 U.S.C., Sec. 1232g.
(Family Ed Rights and Privacy Act of 1974)
MN Data Practices Act, Chap. 13

Approved: 06-09-1970 ISD 709
Revised: 08-10-1976
07-11-1989
06-20-1995 ISD 709

Transfer of Student Records Within the School District

When a student is enrolled, who has transferred from another school within the School District, the receiving school shall notify the sending school of said enrollment and shall request all records pertaining to the enrollee. The transfer of such records shall not require the written permission of either student, parent or guardian providing the disclosure is to other school officials, including teachers, that are determined to have legitimate educational interests in the information. Records to be transferred include: the Permanent Record Card, the Cumulative File, Health Records, and the Clinical File should one be in existence. Principals are responsible for safe and efficient records transfer. All students including homeless students* will be immediately enrolled.

Transfer of Student Records Outside the School District

The School District may release personally identifiable information from an education record of a student without written consent if

1. The disclosure is to officials of other schools or school systems in which the student seeks or intends to enroll,
2. The student's parent or guardian is notified of the transfer (Notification of Transfer of Student Records to School Outside District 709) and receive a copy of the record if desired, and
3. The student's parent or guardian have an opportunity for a hearing to challenge the content of the record.

The School District shall receive written verification prior to the transfer that the transferee will not permit any other party to have access to such information without the written consent of the parent or guardian of the student.

Whenever possible and practical, written permission to release individual student information should be the method of choice. The use of Release of Personal Information Form, or a comparable form, will accomplish the requirement for signed release should the need arise. The above conditions also apply to applications of high school students sent to post-secondary institutions.

Requests for Transfer of Student Records from Another School District

When a student is enrolled who has transferred from a school in another school district, the receiving school shall notify the sending school of said enrollment and shall request (Request Transfer of Student Records from School Outside District 709 Form) records pertaining to enrollee. While the transfer of such records may not require the written permission of either student, parent or guardian, the written consent (Release of Personal Data Form) to release information may speed the transfer of information important to the continuation of the student's education. All students including homeless students* will be immediately enrolled.

Release of Student Records to Non-School Recipients

No person, agency, or institution shall have access to a student's records except under the following conditions:

1. When proper written consent has been obtained from students 18 years of age or the student's parent or guardian (Release of Personal Data Form). The written consent must specify the records to be released and to whom they may be released. Each request for consent must be made separately. No blanket permission for the release of information shall be allowed.
2. By judicial order or lawfully issued subpoena, upon condition that parents or guardian and the student are notified of all such orders or subpoenas in advance of the compliance therewith by the School District.
3. When student data is required for research purposes and the data will be released in a summary form and individual student data will be unidentifiable.

Directory Information

The School District shall release Directory Information as public information upon request and payment of a fee to cover the costs of publication. All requests for such Directory Information will be directed to the Data Processing Department, CAB, for processing. Under federal law and regulation, Directory Information includes:

1. Name
2. Date and place of birth
3. Participation in officially recognized activities and sports
4. Height and weight of members of athletic teams
5. Dates of attendance
6. Degrees and awards received

The School District will, prior to the start of every school year, give notice to the parent or guardian of every student that

1. The above items will be designated as directory information,
2. The parent or the adult student has the right to refuse to permit the school district to designate some or all of the categories as directory information with respect to that particular student, and
3. The parent, guardian, or adult student has 14 calendar days from the opening day of the school year to notify, using the form provided, the principal of the school the student is attending that this information is NOT to be so designated as to that student.

Information that the School District does not designate as directory information or that the parent, guardian or adult student objects to the designation in the manner provided above, remains as private information and may be released only as described in this regulation.

*The term "homeless children and youth" - a) means individuals who lack a fixed, regular, and adequate nighttime residence...; and b) includes - children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;

are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations; are living in emergency shelters; are abandoned in hospitals; or are awaiting foster care placement.

References: Federal Register, Volume 67, #46, Pg. 10697-10701, McKinney-Viento Education
of Homeless Children Act Family Ed Rights and Privacy Act of 1974
MN Data Practices Act, Chap. 13

Approved: 06-09-1970 ISD 709
Revised: 08-10-1976
07-11-1989
01-15-1991
06-20-1995
11-19-2002 ISD 709

~~5060~~ 515.4R ELECTRONIC ACCESS TO STUDENT INFORMATION REGULATION

The Duluth Public Schools uses a secure Internet site to enable electronic access to student information enhancing communication between our parents/guardians, students, teachers, principals, and administrators.

Rights and Responsibilities

This access is a free service offered to all parents/guardians and students of the Duluth Public Schools. Access to student information from the Internet is a privilege, not a right. Only after a child has been enrolled in the Duluth Public Schools will the parent/guardian and/or student be authorized to activate a student information web account. With this learning tool, parents/guardians, students, and staff must understand and practice proper and ethical use.

Information Accuracy Responsibilities

Information accuracy is the joint responsibility of schools, parents/guardians, and students. Each school will make every attempt to ensure information is accurate and complete. If a parent/guardian or student discovers any inaccurate information, they will notify their school.

Access to Information or Information Accessibility

Duluth Public Schools reserves the right to add, modify, or delete functions viewed via the Internet site at any time without notice, including the functions listed below:

1. Attendance
2. Class Schedule
3. Report Cards
4. Transcripts
5. Student Demographics
6. Course Requests
7. Emergency Information
8. Immunizations
9. Work in Progress, test scores

Students enrolled in grades six to twelve, the Adult Learning Center, and alternative programs may request a secure account. A student will only have access to his/her student information.

Electronic Web Access Agreement

To obtain a student information system web account, each parent/guardian must complete and sign an Electronic Web Access Acceptable Use and Safety Policy

Acceptance Form. After verification of information on the form, the school will follow the process outlined in this regulation to establish an account.

If a parent/guardian is unable to visit the school, he/she may download the Electronic Web Access Acceptable Use and Safety Policy Acceptance Form from the District web site. The parent must have the form certified by a notary public and mail the completed and signed form with the notary public seal to his/her child's school.

The school will file the completed form in one of the parent's/guardian's children's Cumulative File and will be maintained in accordance with Minnesota State Law Regarding record retention.

Use of the System

Parents/Guardians and students are required to adhere to the following guidelines:

1. Parents/Guardians and students will act in a responsible, ethical, and legal manner.
2. Parents/Guardians and students will not attempt to harm or destroy the school or District's data or networks.
3. Parents/Guardians and students will not attempt to access ~~I~~information or any account assigned to another user.
4. Parents/Guardians and students will not use this Internet site for any illegal activity, including violation of Federal and State Privacy laws. Anyone found to be in violation of these laws will be subject to civil and/or criminal prosecution.
5. Parents/Guardians and students who identify a security problem within must notify the Duluth Public Schools Technology Department immediately, without demonstrating the problem to anyone else.
6. Parents/Guardians and students will not share their password with anyone, including their own child(ren).
7. Parents/Guardians and students will not set their computer to automatically login to the Internet site.
8. Parents/Guardians and students identified as a security risk will be denied access to the site.

Security Features

1. Access is made available with a secure Internet site.
   Note: Account holder is responsible for not sharing their password and to properly protect or destroy any printed/electronic documentation generated from this site.
2. Three unsuccessful login attempts will disable the user's account. The Technology Department will automatically enable a locked account after a predefined waiting period. The minimum wait period will be twenty (20)

minutes and seventy five (75) minutes for the maximum wait period.

3. The user will be automatically logged off if he/she leaves the web browser open and inactive for a period of time.
4. All attempts at logging into the system are recorded and monitored, and an audit trail is established.

Initial Account Request and Setup

For parents/guardians new to the District:

1. An Electronic Web Access Agreement can be completed when a parent/guardian enrolls a child/ren.
2. The parent/guardian only needs to complete one Electronic Web Access Agreement for all children in his/her household.
3. For security reasons each parent/guardian must sign the form in the presence of a school secretary, principal, or teacher.
4. If the parent/guardian cannot visit the school, a notary public must witness the parent signing the form and use his/her public seal with a current date.
5. After the student is enrolled into the student information system, the parent/guardian requesting the account will be e-mailed or mailed an activation code and "PersonID".
   a. The activation key is used by the parent/guardian to create a secure account.
   b. The "PersonID" is used by the schools to verify a person requesting an account unlock.
6. School will verify parent/guardian identification with an official government identification.
7. The school will file the completed form in one of the parent/guardian child's Cumulative File and it will be maintained in accordance with Minnesota State law regarding record retention.

For parents/guardians with a child already enrolled in the Duluth Public Schools:

1. The parent/guardian only needs to complete one Electronic Web Access Agreement for all children in their household.
2. For security reasons, each parent/guardian must sign the form in front of the school secretary, principal, or teacher.
3. The parent/guardian requesting the account will be given an activation code and "PersonID".
   a. The activation key is used by the parent/guardian to create a secure account.
   b. The "PersonID" is used by the schools to verify a person requesting an account unlock.
4. School will verify parent/guardian identification with an official government identification.
5. The school will file the completed form in one of the parent/guardian

child's Cumulative File and it will be maintained in accordance with Minnesota State law regarding record retention.

For students:

1. Students from grades six through twelve can request their own account from their school.
2. A student requesting an account will be given an activation code and "PersonID".
   a. The activation key is used by the student to create a secure account.
   b. The "PersonID" is used by the schools to verify a person requesting an account unlock.
3. Schools will verify the student identification.

For schools:

1. The activation code will not be given to a parent/guardian or student without first verifying the identity of the requestor.
2. The Electronic Web Access Agreement signed by a parent/guardian will be maintained in only one child's Cumulative File for that parent.

Forgotten User Name and/or Password

If a Parent/Guardian or student has forgotten their user name and/or password, they can request help by calling the Technology Department at (218) 336-8754. The requester will be asked a series of random questions from the family/student data stored in the system to verify their identity. If the requester is unable to answer the questions, he/she will be directed to go to the child's school to resolve the issue. In this case, the Technology Department will e-mail the child's school secretary and explain the problem.

System Requirements

The most current system requirements will be posted to the Duluth Public Schools web site.

Support

Telephone support for issues concerning student information or procedures will be available between the hours of 9:00 am and 3:00 pm at the student's school. The school will identify the caller using the PersonID. If the caller reaches voicemail system he/she needs to leave their name, phone number, the best time to contact, and a brief description of the problem.

Limitation of School District Liability

The Duluth Public Schools will use reasonable measures to protect student information from unauthorized viewing. The District will not be responsible for financial obligations arising through unauthorized use of the District's system or Internet. The District does not promise any particular level or method of access to the Internet site for viewing student information. The District will not be responsible for actions taken by the parent/guardian or student that would cause compromise of their student information. The District reserves the right to limit or terminate the Internet site for viewing student information without notice. All parents/guardians and students of the District network by requesting an Internet site for viewing student information account consent to electronic monitoring and understand that this is a private network used as an educational tool by ISD 709 employees and students. Activity is electronically recorded.

References: Duluth School District Policy 5085 (School Discipline Policy)
Duluth School District Policy 3187 (Use Policy for Technology and Internet Access)

Adopted: 05-17-2005 ISD 709
Revised: 06-12-2007 ISD 709

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, May 9, 2023
United Health Group (UHG)
4316 Rice Lake Rd
Suite 108
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Enrollment Report 5
     - 2) Child Nutrition Department Report 7
     - 3) Facilities Department Report 8
     - 4) Technology Department Report 10
     - 5) Transportation Department Report 11
3. **Recommended Resolutions**
   - A. B-5-23-3958 - Acceptance of Donations to Duluth Public Schools 12
   - B. B-5-23-3959 - Acceptance of Grant Awards to Duluth Public Schools 13
   - C. B-5-23-3960 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) SERVS Financial 14
   - D. B-5-23-3961 - Authorized Bank Account Signer 15
4. **Consent Agenda**
   - A. HR Staffing Report 16
     - 1) Job Description for Field Support Technician (Revision) 17
   - B. Finances
     - 1) Financial Report 22
     - 2) Approval of Facilities Manager, Bryan Brown, to approve invoices and purchases not to exceed $25,000, an increase from $5,000 (Written Approval)
     - 3) Fundraisers 23
   - C. Bids, RFPs, and Quotes
     - 1) BID #1303 - Dairy (One Year Extension) 24
     - 2) RFP - 314 Copier Service 30
   - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
   - A. District Properties Update 41
   - B. Expenditure Contracts 46
   - C. No Cost Contracts 188
   - D. Revenue Contracts 208

E. Grant Applications 220

Human Resources Report Summary
May 2023 Activities

Staffing Updates:

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

	Certified	**Non-Certified**
# New Hires	2	6
# Retirements	3	4
# Resignations	0	13
# Leave of Absences	1	1

HR Department Updates:

Molly Meagher was hired on April 24, 2023 as the Human Resources Assistant covering the front desk. Molly comes to the District with 8 years of receptionist/customer service experience.

Elementary Specialist mini-fill will take place on May 10, 2023. Any additional openings that remain after this process will be posted for hiring. Miranda Fox, our HRIS Specialist has been busy over the last few months getting electronic timesheets set up for most of our non-certified staff. No paper timesheets are being used after May 1, 2023.

HR Staff will be working over the next few months on developing a comprehensive new hire orientation and onboarding processes and records retention.

Benefits Updates:

The Benefits Department is hosting a Calm Sessions Challenge for the month of May to bring awareness to Mental Health Awareness Month for our employees. It encourages employees to engage in 100 “mindful” minutes of Calm Sessions to help manage anxiety and depression, assist with burnout, and get better sleep. Additional information regarding the District’s Employee Assistance Program was also sent out. Both Calm and EAP reminders will be sent out during the duration of May.

The Department is also hosting our Spring Open Enrollment for our Health Insurance plan through PEIP. Open enrollment runs from May 1st-May 11th. We are prepping for the end of the year by assisting our retiring teachers with information regarding COBRA, their severances, and pensions.

Contract Negotiations:

We have had six bargaining units request to bargain, Non-Certified Business Division Administrators Association (NCBAA), Paraprofessionals (Education Assistants), Food Service Employees, Clericals, Principals and Teachers. Administration is currently working on scheduling initial meetings with the bargaining units and initial proposals.

Hiring Updates:

Certified:

School Administration (1)
Teachers, District Wide (1)
Teachers, Elementary (7)
Teachers, High School (7)
Teachers, Middle School (3)
Teachers, Special Education (8)

Summer School (11)

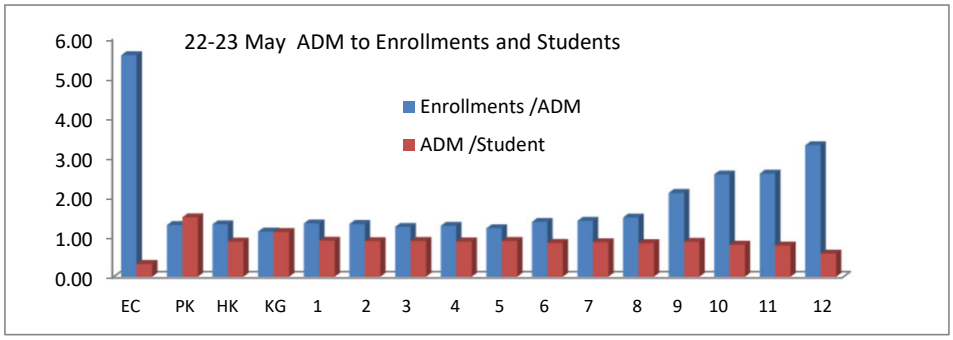
Non-Certified:

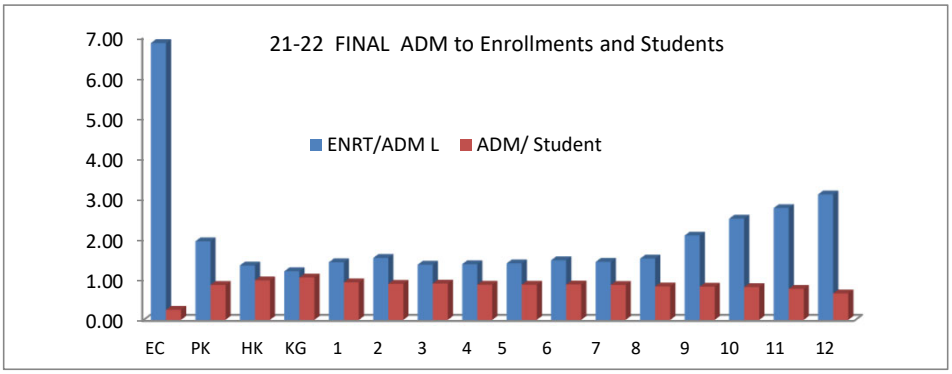
Administrative/Management (1)
Child Nutrition (10)
Clerical (1)
Maintenance/Transportation (22)
Engineer II (1)
School Custodian (15)
Second Shift Engineer (1)
Bus Helper (1)
School Bus Driver II (4)

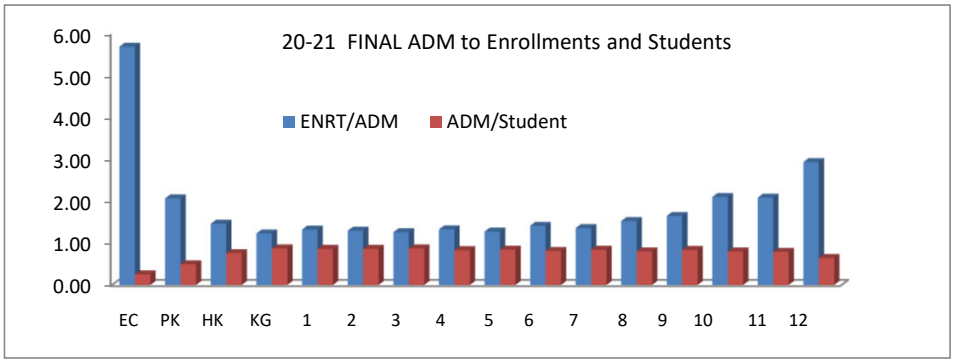
Paraprofessionals (34)
Health Asst. Paraprofessional LPN (1)
Mental Health Practitioner (1)
Sign Language Facilitator (1)
Sp. Ed. Building Wide Paraprofessional (4)
Sp. Ed. Program Paraprofessional (12)
Sp. Ed. Student Specific (3)
Sp. Ed. Student Specific Set III Paraprofessional (9)
Supervisory Paraprofessional (3)

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	794	444	376	142.41	102.00	5.58	0.32
PK	68	35	82	52.31	42.65	1.30	1.49
HK	166	142	133	125.84	90.00	1.32	0.89
KG	570	445	490	500.93	522.00	1.14	1.13
1	775	638	588	577.49	605.00	1.34	0.91
2	799	673	612.66	601.71	602.00	1.33	0.89
3	732	649	594	583.39	586.00	1.25	0.90
4	757	665	600.66	590.43	585.00	1.28	0.89
5	731	667	609.83	599.45	604.00	1.22	0.90
6	682	582	502.78	494.22	509.00	1.38	0.85
7	820	670	595.33	582.72	559.00	1.41	0.87
8	861	685	590.22	577.72	585.00	1.49	0.84
9	1528	824	722.17	724.47	648.00	2.11	0.88
10	1697	818	656.93	659.02	650.00	2.58	0.81
11	1805	889	693.67	695.87	680.00	2.59	0.78
12	1844	959	555.54	557.31	625.00	3.31	0.58
PS	662	661					
Total:	14629	9785	8402.79	8065.30	7994.65	1.81	0.82
			+proj-budg>	70.65			



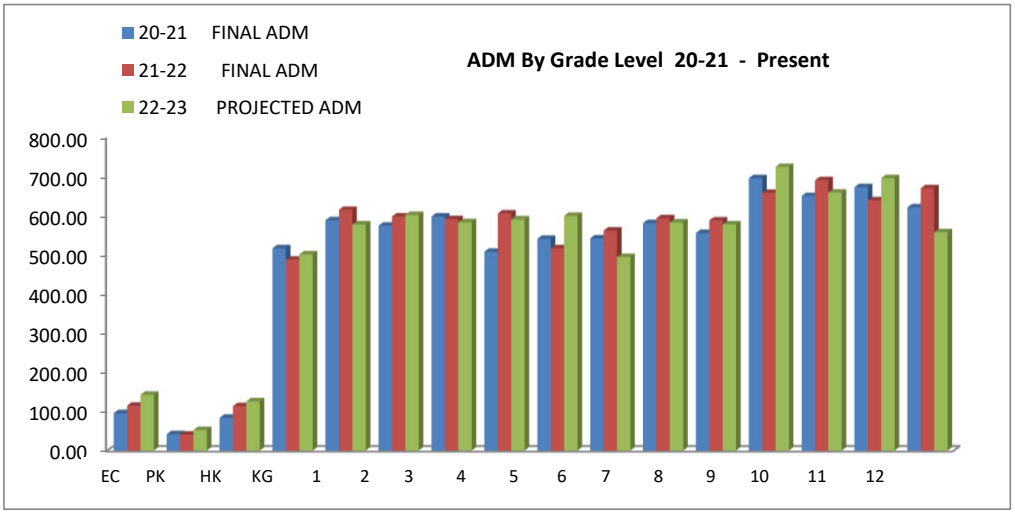




Duluth Public Schools Projected Average Daily Membership (ADM) Report
TEMPLATE 20YY

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	794	444	376	142.41	102.00	5.58	0.32
PK	68	35	82	52.31	42.65	1.30	1.49
HK	166	142	133	125.84	90.00	1.32	0.89
KG	570	445	490	500.93	522.00	1.14	1.13
1	775	638	588	577.49	605.00	1.34	0.91
2	799	673	612.66	601.71	602.00	1.33	0.89
3	732	649	594	583.39	586.00	1.25	0.90
4	757	665	600.66	590.43	585.00	1.28	0.89
5	731	667	609.83	599.45	604.00	1.22	0.90
6	682	582	502.78	494.22	509.00	1.38	0.85
7	820	670	595.33	582.72	559.00	1.41	0.87
8	861	685	590.22	577.72	585.00	1.49	0.84
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11	1805	889	693.67	695.87	680.00	2.59	0.78
12	1844	959	555.54	557.31	625.00	3.31	0.58
PS	662	661					
Total:	14629	9785	8402.79	8065.30	7994.65	1.81	0.82
			+proj-budg>	70.65			

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	199	142.41
PK	68	41.58	70	40.57	-29.43	47	52.31
HK	77	83.52	101	113.54	12.54	107	125.84
KG	520	516.69	502	487.64	-14.36	521	500.93
1	596	588.40	616	614.82	-1.18	571	577.49
2	582	574.16	593	597.78	4.78	604	601.71
3	617	597.62	603	590.84	-12.16	584	583.39
4	523	507.84	621	605.84	-15.16	588	590.43
5	558	540.73	527	516.78	-10.22	596	599.45
6	576	542.05	577	561.90	-15.10	512	494.22
7	586	581.07	604	593.59	-10.41	597	582.72
8	576	555.74	601	587.95	-13.05	597	577.72
9	723	695.44	687	658.15	-28.85	730	724.47
10	680	650.09	717	690.45	-26.55	695	659.02
11	734	672.61	680	638.94	-41.06	733	695.87
12	756	621.11	832	669.75	-162.25	767	557.31
Total:	8358	7864.10	8487	8083.11	-403.89	8448	8065.30



Child Nutrition Report
April 2023

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Monthly	Monthly	Average Daily	Average Daily
Week of:	4/3/2023	4/3/2023	4/17/2023	4/17/2023	4/24/2023	4/24/2023					B	L	Breakfast	Lunch
Congdon	277	1191	357	1470	359	1496					993	4157	71	297
Denfeld	819	1823	915	2110	1030	2368					2764	6301	197	450
Harbor City										1039	0	1039	0	74
East High	1015	1708	1230	1905	1330	2067					3575	5680	255	406
Homecroft	590	1142	721	1430	757	1390					2068	3962	148	283
Lakewood	229	564	377	788	362	785					968	2137	69	153
Lester Park	555	1472	740	1949	696	1728					1991	5149	142	368
Lincoln park	655	1469	834	1768	857	1891					2346	5128	168	366
Lowell	1131	1707	1299	1944	1468	2217					3898	5868	278	419
Laura Macart	699	849	952	1137	978	1115					2629	3101	188	222
Myers-Wilkin	652	992	759	1258	816	1336					2227	3586	159	256
Ordean/East	508	2408	638	2853	686	3015					1832	8276	131	591
Piedmont	1049	1240	1279	1590	1388	1710					3716	4540	265	324
Rockridge	28	94	83	120	88	123					199	337	14	24
Stowe	655	652	875	885	898	906					2428	2443	173	175
ALC	39	97	42	120	56	127					137	344	12	31
	4 days	ALC 3	5 days	ALC 4 days	5 days	ALC 4 days								
	8901	17408	11101	21327	11769	22274	0	0	0	1039	31771	62048	2272	4439
Denfeld Supp	Mon-thurs	405		391		0		0		0		796	TOTAL	
Daily average													133	

Pizza Bid for school year 23/24

Only 1 pizza company responded to our bid for next school year. Pizza Hut was that company and they have increased their pizza cost by 50%. We have decided at this time to not buy already cooked pizza for next school year as we are not sure our budget can handle that large of a jump.

Free School Meals for school year 23/24

Meals will be free for all students next school year. 1 Breakfast and 1 Lunch will be provided to all students at no charge. More specifics and guidance from the State of Minnesota, Food and Nutrition department is forthcoming. Will share that information as it is known.

Summer Meals

Summer meals will be held at the following USDA approved sites.
Breakfast will be served from 7:30-10:00. Lunch will start at 11:00 and go to 1:00. Monday thru Friday. No service on July 4, 2023.
Stowe Elementary, Laura MacArthur Elementary, Denfeld Highschool, Piedmont Elementary Myers Wilkins Elementary, Lowell Elementary.
Rockridge will also be able to pick up meals from one of the open sites for their programs.
We do anticipate working with the Local Boys and Girls clubs, as well as other city-wide groups to provide bag lunches.

Afterschool At-Risk Supper Meal Program – Denfeld Highschool-Administrative Review

An Administrative review was conducted by the State of Minnesota, Department of Child and Adult Food Programs for the Month of April. No significant findings were noted. The reviewer was complimentary on the high level of service provided to her and the students. Next review will be in 3 to 5 years.

Facilities Management & Capital Project Status Report
April 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 381 work orders and are currently working on 232 open work orders.
- Utilities did an amazing job keeping up with both weather related issues and Operational work orders during the month of April.

Capital Construction

- Denfeld tower work is complete. The spire and finial are installed, waiting on final electrical inspections. Smith Bell and Clock should be getting the clock going in early May. Dave from INSPEC should be doing the final inspection after that.
- FY24 Congdon playground construction order acknowledgement has been received from Landscape Structures.
- FY24 Congdon Field improvements SOW and Notice of Bids have gone out.
- The boiler at Stowe is installed, factory startup went smoothly with no issues. Boiler is in operation and Jamar has finished pipe insulation.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is ongoing. (still)
  - ➢ Talking with legal over purchasing property for Lowell entrance widening project.

- **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.
  - ➢ 2nd floor ceilings are going in.
  - ➢ Furniture installation started in mid April.
  - ➢ Site work and bituminous will be completed last.
  - ➢ Pre-move planning has begun with quotes received from Innovative.

Building Operations

- Operations staff have been performing an excellent job and keep working hard. Most sites are shorthanded after a run of retirements and staff out sick in most sites.
- Buildings and Generators performance was excellent during weather related blackouts.
- There were currently a few retirements and resignations that created more openings in the currently vacant positions. Getting hard to fill licensed Engineers as they are out sick or on Vacation. Hats off to our retired staff that's helping fill in for vacant positions.
- Starting to get ready for the summer deep clean.

Health, Safety & Environmental Management

- Fire Marshal ordered corrections completed at Myers, Stowe, Lakewood and Lowell. Awaiting operational permits
- Fire code corrections at Homecroft and Ordean are still underway
- LPMS has been designated as a host site for Certified Alice Instructor training in August
- 3rd Labor Management Safety Committee meeting of the 22-23 school year held
- 4th Emergency Management Safety Committee meeting of the 22-23 school year held

- New Classroom guides have made it through the review process and will be printed over the summer

Workers' Compensation Activities

April 2023 (as of 4/30/23)

- First report of incidents:---------- 4
- OSHA recordable incidents:---------- 1
- Days away from work:---------- 30
- Days of restricted work:---------- 52

2023 YTD Incidents (January 1, 2023 - December 31, 2023)

- First report of incidents:---------- 55
- OSHA recordable incidents:---------- 10
- Days away from work:---------- 134
- Days of restricted work:---------- 169

Technology Department - April Report (4/1 - 4/30)

- **Cybersecurity**
  - Google Security
    - Gmail
      - 1.4M Emails Messages Accepted/Delivered
        - 128K Rejected
        - 50K Spam folders
        - 5.8K were identified as Phishing
        - 48 were identified having a suspicious attachments
        - 7K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 10,955 Active Accounts
      - 24.93TB of storage
      - 164K Files shared externally
      - 583 Suspicious login attempts
      - 1.4K Failed user login attempts
      - 52 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets**
  - 299 New Technology Support Tickets Created
  - 338 Tickets were resolved
  - 220 Tickets remain unresolved

- **Projects - Four (4) Monthly Outlook**
  - Transportation network infrastructure installation and configuration
  - DSC network infrastructure installation and configuration
  - Facilities network infrastructure installation and configuration
  - DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the physical installation
  - UHG move to DSC and Facilities
  - Transportation move to the new Transportation building
  - Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation
  - Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
  - Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
  - District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation. NOTE: Denfeld, East and Lincoln were addressed during the April break.
  - District Wide: 550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories
  - District Wide: 2,054 new Dell Chromebooks for 2nd grade classrooms, 6th & 9th grade students.
  - District-Wide: $2M Classroom AV Upgrades. This will update 200 classrooms plus 21 portable SMART MX286 Displays on carts. Project is scheduled to start June 12, 2023 and finish the second week in August.

Transportation Report
April 2023 Activities

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

Latest update on the new buses – The second one is done and is in our possession. We need to get the inspection for wheelchairs done and the cameras installed before they go out as route buses.

We are planning on using the new routing software to plan summer school. Our department continues to navigate daily changes in routing per school requests in the older software.

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

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and the current ones are getting worn out from the long shifts.
- We have one driver in training and a possible applicant but we do not have spare helpers so drivers end up covering helper shifts as well.
- We have a new assistant supervisor starting later this month which should help the department move forward. The prior applicant ended up not accepting the job last minute.

Bus Maintenance

- Scheduled maintenance is mostly caught up at this time
- We continue to deal with an aging fleet and the many issues that brings, we have multiple buses that are scheduled for larger repairs with Mid state but they are still backlogged and can only get one done every few weeks for us.
- We have a line on 4 off lease buses if we can work out funding for them to replace some of the oldest ones in the fleet.

Our oldest bus is a model year 2010 and the next oldest are three 2011's.
Current average mileage 94,000 (goal is 50,000 – 60,000).

We are doing everything we can to keep up with the demands of routing and bussing students and we are just managing with the current staff but everyone is getting tired due to the long hours every day. I continue to assure them we will get through this together as a team.

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
Congdon ES	Margaret and David Jones	$100.00		The donors are unknown to anyone at Congdon, but we appreciate the donation
Lester Park ES	Tom Bennett	$300.00	Must go toward Wolf Ridge trip	He used to be a 5th grade teacher at Lester many years ago. He loved the Wolf Ridge trip and wanted to contribute toward it. We have a really sweet letter from him. The 5th graders will be sending him thank you letters
Lester Park ES	Chris & Sharon McMahon	$225.00	For Lester Wolf Ridge Scholarships	
Lester Park ES	Lester Park Foundation	$2,300.00	For the 5th Grade Wolf Ridge trip	
East HS	Rotary Club of Duluth Harbortown	$1,000.00	For the Harbortown Rotary Project	

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
Duluth Public Schools Fund Board of Trustees and the Duluth Superior Area Community Foundation	Lisa Butche	Homecroft	$2,000.00	The goal of this project is to create small group literacy kits and individual sound kits to enhance literacy instruction aligned with science of reading and structured literacy practices in my first-grade classroom. By providing students with these kits, they will have materials at their fingertips for hands-on learning, helping them connect the sounds heard in English to print they see on paper. Having small group and individual kits at the ready will save precious instructional time distributing the numerous tools used for phonics instruction. Through interaction with these kits, I expect their skills in phonological awareness, automatic word reading, and spelling to increase from the fall assessment period to the spring assessment period.

RESOLUTION

Designation of the Superintendent as the Identified Official with Authority (IOwA) for Minnesota Department of Education (MDE) SERVS Financial

WHEREAS, the Minnesota Department of Education (MDE) requests that School Districts annually designate the Superintendent as the Identified Official with Authority (IOwA) for the MDE External User Access Recertification System (SERVS Financial). The Identified Official with Authority is responsible for assigning job duties to the appropriate School District staff and authorizing access to MDE secure systems. This annual review and designation of the Superintendent as Identified Official with Authority is in accordance with State Access Security Standard 1.0.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, be designated the legal authorized representative to serve as the 2023-2024 Identified Official with Authority (IOwA) for MDE SERVS Financial for the School District.

RESOLUTION

Authorized Bank Account Signer – May 2023

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	**Banking Institution**	**Account Number**	**Addition of Authorized Signer**	**Removal of Authorized Signer**
Miller Memorial	Harbor Pointe Credit Union	XXX23	Sheila Stevens	Cathy Erickson

HUMAN RESOURCES ACTION ITEMS FOR: May 16, 2023

CERT APPOINTMENT	POSITION	EFFECTIVE DATES
PETERSON, ELIZABETH A	SPEC ED PATHOLOGIST/DW, (MA), STEP 9, $76,237.00	8/29/2023
RAPPANA, HEATHER L	SPED SOCIAL WORKER/DISTRICT WIDE, (MA+30), STEP 9, $83,258.00	8/22/2023

CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
HORTON, LAURA A	GUIDANCE COUNSELOR/EAST	04/03/2023	09/26/2023

CERT RETIREMENT	POSITION	EFFECTIVE DATES
LEONE, ANTHONY C, JR	TEACHER/EAST HS	06/09/2023
WITTMER, NANCY J	UPDATED DATE SPECIAL EDUCATION TEACHER/CHESTER CREEK	07/14/2023
YANG, LIANG-PI	INTEGRATION SPECIALIST/LOWELL	06/09/2023

NON CERT PROMOTION	POSITION	EFFECTIVE DATES
LESTER, REBECCA S	EEA EXECUTIVE ASST/HR, 40/52WKS, $21.42/HR	3/27/2023

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BICK, RYAN S	Bus Driver	04/11/2023
DAVIS, JACK M	CUSTODIAN I/DISTRICT WIDE,40/52WKS, $17.15/HR	04/28/2023
JOHNSON, ALEXA J	Special Education Paraprofessional Piedmont Elementary	
JOHNSON, KATELYN E	NUTRITIONAL ASST/LOWELL, 17.5/38WKS, $13.22/HR	04/17/2023
MEAGHER, MOLLY M	EEA CLERICAL/HR, 40/52WKS, $20.81/HR R.LESTER	04/24/2023
KAETER, BRADLEY	BUS DRIVER HELPER/TRANSPORTATION, $20.61/HR, F NOVISTSKI	04/24/2023

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
ANTONICH, DIANE M	PARAPROFESSIONAL ECFE/LESTER PARK	06/09/2023
BOVARD, KAYLEE K	PARA HEALTH ASSISTANT/DISTRICT	05/25/2023
BUSKER, KEITH T	SCHOOL CUSTODIAN I/DENFELD	02/20/2023
BUSKER, SHANNON L	SCHOOL CUSTODIAN I/DENFELD HS	04/28/2023
DAVENPORT, JAKE R	SPECIAL ED PARA/LAURA MACARTHUR	06/09/2023
DELUCA, JUSTINA I	SPED PARA/EAST HS	04/28/2023
EDDY, BROOKE M	SPECIAL ED PARA/DENFELD HS	04/03/2023
MALLOY, MARGARET A	OFFCE SUPPORT SPECIALIST/EARLY CHILD SCREENING	06/09/2023
MARCHAND, RENA M	SPED CHILD SPECIFIC PARA/EAST HS	04/04/2023
MATTSON, ASHLEY J	CAFETERIA/PLAYGROUND MONITOR/MYERS-WILKINS	05/01/2023
SCHNELL, KELSEY C	SPED PARA/MERRITT CREEK	03/17/2023
TUTTLE, ARTHUR L	MENTAL HEALTH PRACTITIONER/MYERS -WILKINS	06/09/2023
WATKINS, MEGAN M	INTEGRATION SPECIALIST/MYERS WILKINS	05/26/2023

NON CERT LEAVE OF ABSENCE	POSITION	EFFECTIVE DATES	
HERRALA, ADAM M	FIELD SUPPORT TECHNICIAN/TECHNOLOGY	05/22/2023	05/22/2024

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
FRIDSMA, IRENE A	OFFICE SUPPORT/ORDEAN EAST MS	07/31/2023
LEONARD, BRIAN R	TECHNICAL TUTOR PARA/EAST HS	06/09/2023
SWEARENGIN, SANDRA J	REVISED DATE NUTRITIONAL SERVICE ASSISTANT/LESTER PARK	04/21/2023
YANG, LIANG-PI	INTEGRATION SPECIALIST/LOWELL	06/09/2023

TITLE: Field Support Technician

Title of Immediate Supervisor: Network Administrator or Director of Technology	**Department:** Technology	**FLSA Status**: Exempt
Accountable For (Job Titles): Not Applicable		**Pay Grade Assignment**: Non-Certified Business Division Administrators' Association, Weekly Salary Schedule, Non-Certified Administrators, Pay Class III

General Summary or Purpose Of Job:

~~Provide tier 1 support for staff. Processes and reviews help desk tickets for installation and troubleshooting of district hardware and software. This includes support for desktops, laptops, printers, PDA's, SMART Boards, classroom audio systems, and other district technology.~~ Provide Tier 1 and Tier 2 technology support for district users. Review and process help desk tickets for installation and troubleshooting of district hardware, services and software. This includes support for desktops, laptops, Chromebooks, printers, interactive/non-interactive display systems, projectors, classroom audio systems and other district technology systems, services and software.

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	~~Installs and assists in configuring, administering, and maintaining district hardware, software and operating systems.~~ Responds to Help Desk Tickets from district users needing assistance with district hardware, services and software.	Daily 5%
2.	~~Maintains Active Directory user/group accounts.~~ Install, replace, upgrade, and maintain district hardware, software, operating systems and cloud services as needed.	Daily 5%
3.	~~Responds to helpdesk tickets from users needing assistance with district hardware and software.~~ Support Microsoft Active Directory (AD) and Google Workspace for Education for devices, users and groups.	Daily 90%
4.	~~Talk with co-workers in order to research problems and find solutions and upgrades for existing systems.~~ Collaborate with co-workers in order to research problems, document solutions, and upgrade existing systems.	Monthly 5%

5.	Work with software and hardware vendors and other technology department staff to request service regarding defective products.	Monthly 5%
6.	Makes recommendations for system improvements.	Monthly 5%
7.	Performs other duties of a comparable level or type.	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- ~~Requires a minimum of a two-year degree in computer science, management information systems, or similar degree; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.~~
- ~~Experience in Microsoft Windows XP or higher.~~
- ~~Must have valid driver's license and a personal vehicle~~
  - Four-year baccalaureate degree in Computer Science, Management Information Systems, or similar technical degree plus a minimum of one (1) year of work experience in the technical areas listed below: or a minimum of a two-year Associate in Science (A.S.) or Associate in Applied Science (A.A.S.) degree in Computer Science, Management Information Systems, or similar technical degree plus a minimum of two (2) years of work experience in the technical area listed below:
    - Experience providing user support in a Google Workspace environment.
    - Experience providing user support in a Microsoft Windows environment.
    - Experience using Microsoft Active Directory (AD) for supporting devices, users and groups.
    - Experience using Google Admin Console for supporting devices, users and groups.
    - Experience using an enterprise endpoint management solution like Microsoft System Center Configuration Manager (SCCM), Microsoft Endpoint Configuration Manager (MECM) or Microsoft Intune that is used to image PCs and install software
    - Experience using and supporting users in an enterprise Help desk ticketing system like Freshdesk, Zoho Desk Zendesk or Solarwinds
    - Experience using and supporting an enterprise Asset Management System
    - Must have a valid driver's license and a personal vehicle or have the ability to travel between district sites in a timely manner.
-

Desirable Qualifications:

DULUTH PUBLIC SCHOOLS

TITLE: Field Support Technician

- Four year baccalaureate degree in Computer Science/MIS or equivalent education and work experience
- Microsoft certification
- Altiris experience
- Knowledge of Microsoft Active Directory (AD)
- SMART Boards experience ▪ Prior K12 work experience

Certification or Licensing Requirements (prior to job entry):

- Certification assigned hardware and operating systems. (Preferred)
- Certification in the current Microsoft Windows Operating System
- Must have valid driver's license

Knowledge Requirements:

Requires knowledge of:

- Experience in Microsoft Windows XP or higher.
- Documented training or work experience in assigned hardware and operating systems.

Skill Requirements:

Skilled in:

- Technical Troubleshooting skills ▪ Customer service and communication.
- Technical writing and documentation.

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		Ö		
Walk			Ö	
Sit			Ö	
Use hands dexterously (use fingers to handle, feel)				Ö
Reach with hands and arms		Ö		
Climb or balance		Ö		

TITLE: Field Support Technician

	Stoop/kneel/crouch or crawl		Ö		
	Talk and hear			Ö	
	Taste and smell	Ö			
Lift & Carry:	Up to 10 lbs.		Ö		
	Up to 25 lbs.		Ö		
	Up to 50 lbs.		Ö		
	Up to 100 lbs.	Ö			
	More than 100 lbs.	Ö			

General Environmental Conditions:

Working in our schools

General Physical Conditions:

Work can be generally characterized as setup of computer, monitors and printers.

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

TITLE: Field Support Technician

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting 2002

Revised: 12/1/05

ISD 709 Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
May 9, 2023 Committee Meeting

5.3.23

REVENUES	22-23 CURRENT YEAR ADOPTED BUDGET		22-23 CURRENT YEAR REVISED BUDGET	22-23 RECEIVED TO YEAR TO DATE	22-23 RECEIVED ENCUMBERED	22-23 BUDGET BALANCE
	FUND	Jul-22	JULY 22 -23	July - Sept	July -Sept	July- Sept
General	1	$ 107,743,537.86	$ 111,763,937.97	$ 87,715,492.39		$ 24,048,445.58
Food Service	2	$ 3,985,000.00	$ 3,985,000.00	$ 3,375,483.89	$ -	$ 609,516.11
Transportation	3	$ 5,900,000.00	$ 5,900,000.00	$ 3,110,178.08		$ 2,789,821.92
Community Ed	4	$ 8,114,000.00	$ 8,406,948.04	$ 6,157,208.94		$ 2,249,739.10
Operating Captial	5	$ 5,462,130.31	$ 5,462,130.31	$ 8,586,995.27	$ -	$ (3,124,864.96)
Building Construction	6	$ -		$ 136,692.62		$ (136,692.62)
Debt Service Fund	7	$ 22,979,390.64	$ 22,979,390.64	$ 2,215,290.61		$ 20,764,100.03
Trust Fund	8	$ 258,575.00	$ 258,575.00			$ 258,575.00
Dental Insurance Fund	20	$ 917,000.00	$ 917,000.00	$ 725,330.40	$ -	$ 191,669.60
Student Acitivity	79	$ 236,006.00	$ 236,006.00	$ 189,745.94		$ 46,260.06
REVENUE	**TOTALS:**	**$ 155,595,639.81**	**$ 159,908,987.96**	**$ 112,212,418.14**	**$ - $ - $ -**	**$ 47,696,569.82**

EXPENSES	22-23 CURRENT YEAR ADOPTED BUDGET		22-23 CURRENT YEAR REVISED BUDGET	22-23 EXPENSES TO YEAR TO DATE	22-23 EXPENSES ENCUMBERED	22-23 BUDGET BALANCE
	FUND	Jul-22	JULY 22-23	July - Sept	July -Sept	July-Sept
General	1	$ 104,358,876.11	$ 112,752,885.67	$ 85,691,946.46	$ 5,572,816.28	$ 21,488,122.93
Food Service	2	$ 4,427,346.56	$ 4,427,346.56	$ 3,473,755.74	$ 565,498.74	$ 388,092.08
Transportation	3	$ 6,176,300.00	$ 6,176,300.00	$ 6,650,307.26	$ 691,412.82	$ (1,165,420.08)
Community Ed	4	$ 8,658,980.50	$ 8,950,128.54	$ 5,970,378.84	$ 20,147.98	$ 2,959,601.72
Operating Captial	5	$ 8,394,018.57	$ 8,394,018.57	$ 5,048,072.00	$ 1,488,366.77	$ 1,857,579.80
Building Construction	6	$ -	$ 21,472,543.00	$ 15,463,957.90	$ 542,218.82	$ 5,466,366.28
Debt Service Fund	7	$ 24,691,484.56	$ 24,691,484.56	$ 26,473,174.36		$ (1,781,689.80)
Trust Fund	8	$ 250,000.00	$ 250,000.00	$ -		$ 250,000.00
Dental Insurance Fund	20	$ 924,000.00	$ 924,000.00	$ 778,130.82	$ 70,453.62	$ 75,415.56
Student Acitivity	79	$ 414,040.00	$ 432,775.81	$ 118,667.54	$ 1,444.84	$ 312,663.43
EXPENSE	**TOTALS**	**$ 158,295,046.30**	**$ 188,471,482.71**	**$ 149,668,390.92**	**$ - $ 8,952,359.87 $ -**	**$ 29,850,731.92**

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 62,073.08
Program 110 Admin	$ 121,949.59
Program 108 Tech	$ 5,386,167.54
Program 203 Elem	$ 1,485,582.68
Program 211 Secondary	$ 1,091,629.52
Program 640 Staff Dev	$ 14,751.41
Program 805 Operations	$ 86,592.41
Program 760 Transportation	$ 253,476.47
Program 740 Pupil Engage	$ 9,203.63
	$ 8,511,426.33

Fund 06 Build construction: Program 870	Expenses
debt serv payment/prof serv course 000/000	$ 1,042,859.67
admin owner pymnt course 800	$ 11,546.49
admin design serv course 801	$ 145,681.12
admin constru mngmt course 802	$ 185,608.83
admin commissions course 803	$ 27,967.29
interior surf constr costs course 804	$ 14,056,192.78
admin site services 805	$ 262,614.26
long term lease 806	$ 825.00
	$ 15,733,295.44

	Ex Curricular	Fund 01
Program 298	Revenue	$ 360,629.00
Program 298	Expense	$ 459,368.95

Fundraisers Reported
April 2023

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	School-wide PBIS Team	$8,000.00	GoFundMe to support students going to Valley Fair

KEMPS®
SINCE 1914
Good Comes Around™

Duluth Public Schools ISD 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Cathy,

We are submitting the following price quote to you for the 2023-2024 School year. Our Grade A products meet all local, State and Federal requirements for the lunch program.

All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

March 2023 Pricing

Chocolate Skim	ECO Half-Pint	$0.346
Skim	ECO Half-Pint	$0.333
1%	ECO Half-Pint	$0.344

We appreciate your consideration of Kemps to supply your school with milk for the 2023-2024 School year.

Sincerely,

Kyle Punton
General Manager
Kemps – Good Comes Around.
420 West Broadway Avenue
Minneapolis, Minnesota
612.723.5596

Jill Lofald, Board Chair

Kemps General Information

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

Key Bid Contact: Kyle Punton
General Manager
612-723-5596
Kyle.Punton@Kemps.com

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

Return Milk Policy:

Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration OR any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of your next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk that goes outdated.

Renewed Bids:

At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etc.

We appreciate the consideration for your business and look forward to serving you in the 2023-2024 School Year.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1303 - Dairy per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5.. **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.

6.. **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.

7. **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.

8. **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.

9. **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, Exec. Dir. of Finance & Business Services , 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 Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411.

10. **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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1303 specifications.

15. **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.

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	41-1336018 SSN/Tax ID Number	4/19/23 Date
Program Director		Date
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services

FROM: Cathy Holman, District Purchasing Coordinator

SUBJECT: RFP – 314 Copier Service Contract

DATE: May 5, 2023

Bids for district Copier Service Contract were advertised in the Duluth News Tribune and sent to six (6) providers of copiers and service of copiers.

Two responses were received:

1. Great Lakes Office Solutions
2. Marco Technologies

Three other companies responded prior to the bid opening declining to bid, but requesting to remain on the vendor list for future consideration. One company did not respond.

The vendors were asked to complete cost per copy pricing on specific machines based on copies per minute (CPM) in both color copying and black and white copying. They were also asked to define their charges for pre-service contract inspections and guaranteed response time to a call-out. These parameters were used to determine who had the lowest price overall.

The recommendation is to award Great Lakes Office Solutions RFP #314 for the term of 7/1/23 through 6/30/28. Defined as a four (4) year contract period based on annual renewals by mutual agreement with an optional one (1) year extension at ISD 709's discretion.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Great Lakes Office Solutions, 1423 N 8th St, Superior, WI 54880, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2028, 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.** RFP 314 Copier Service Contract per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5.. **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.

6.. **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.

7. **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.

8. **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.

9. **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, Exec. Dir. of Finance & Business Services , 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 Great Lakes Office Solutions, 1423 N 8th St, Superior WI 54880.

10. **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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of RFP 314 specifications.

15. **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.

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair		Date

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL
PAGE 1 OF 5

NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

1) Segment (1) copiers - 49 CPM and below
Approximately eight (8) copiers with an estimated annual total volume of 621,000 copies.

Copiers representing this segment:
Konica Minolta Bizhub 368 (3)
Konica Minolta Bizhub 454e (1)
Konica Minolta Bizhub 450i (1)
Konica Minolta Bizhub 458/458e (3)

Proposed cost per copy $ .0059 X 204,000 est. annual usage = $ 3,663.90 Ext
(Total of all above equipment for this segment)

2) Segment (2) copiers - 50 CPM and above:
Approximately thirty-eight (24) copiers with an estimated annual total volume of 2,620,200 copies.

Copiers representing this segment:
Konica Minolta Bizhub 550i (3)
Konica Minolta Bizhub 552 (3)
Konica Minolta Bihzub 554e (6)
Konica Minolta Bizhub 558/558e (4)
Konica Minolta Bizhub 654e (3)
Konica Minolta Bizhub 658e (3)
Konica Minolta Bizhub 754 (2)
Konica Minolta Bizhub 654e (1)
Konica Minolta Bizhub 658e (3)
Konica Minolta Bizhub 754e (2)

Proposed cost per copy $ .0047 X 2,620,200 est. annual usage = $ 12,314.00 Ext
(Total of all above equipment for this segment)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 2 OF 5

3) Segment 3 color copiers - 50 CPM and above:
Four (4) copiers with an estimated annual total volume of 214,370 copies black/white and color as calculated below.

Copiers representing this segment:
Konica Minolta Bizhub C652 (1)

Proposed cost per black/white copy $ .0085 X 25,000 est. annual usage = $ 212.50 Ext

Proposed cost per color copy $ .07 X 5,000 est. annual usage = $ 350.00 Ext

Konica Minolta Bizhub C558 (2)

Proposed cost per black/white copy $ .0048 X 127,000 est. annual usage = $ 609.60 Ext

Proposed cost per color copy $ .033 X 46,000 est. annual usage = $ 1,518.00 Ext

Konica Minolta Bizhub C3320i (1)

Proposed cost per black/white copy $ .0068 X 10,600 est. annual usage = $ 72.08 Ext

Proposed cost per color copy $ .053 X 7,700 est. annual usage = $ 408.10 Ext

B. CHARGE PER MACHINE FOR PRE-SERVICE CONTRACT INSPECTION, IF NOT PREVIOUSLY ON A SERVICE AGREEMENT WITH YOUR FIRM:

$ 0 PER MACHINE

C. GUARANTEED RESPONSE TIME FOLLOWING CALL-OUT: 4 HRS

D. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 3 OF 5

E. SUPPLEMENTAL DATA

A. Names of other school districts and information relative to copier services your company provides at present.

Name of School District:	City:	No. of School Years:	No. of Employees:	No. of Copiers:
ISD 709	Duluth	21		37+
ISD 94	Cloquet	24		21+
ISD 704	Proctor	21		10
FDL-Ojibwe Schools	Cloquet	13		3

B. Number of personnel employed by your company.
Sales: 1

Service Technicians: 3

Office Personnel: 2

Total Personnel: 6 + 2 Delivery & Maintenance Personnel Part-time

C. The person(s) in your company who will ensure compliance with the provisions of the contract:

Richard Karlon, President (Name/Title)

Jeff McKay, Vice President (Name/Title)

Dave Ribich, Vice President (Name/Title)

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 4 OF 5

D. Additional information, which will clarify or further explain your proposal.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-314
COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 5 OF 5

** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy __ restricts _X_ does not restrict me, or the firm from submitting a request for proposal.

If this policy restricts you from bidding, please explain: _____

_____

The undersigned, having carefully examined the specifications for Canon Copier Maintenance, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with said specifications as per the attached.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

AUTHORIZED BY: RICHARD A. KARLON

SIGNATURE: 

ADDRESS: 1423 NORTH 8TH STREET

CITY: SUPERIOR STATE: WI ZIP: 54880

TELEPHONE: (218) 722-9013 FAX: (218) 722-9048

DATE: 5 / 3 / 2023

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request Proposal. These figures represent the current agreement approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: GREAT LAKES OFFICE SOLUTIONS, INC.

ICS ISD 709 Duluth Public Schools	**ISD #709** 315 **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report April 2023
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - Outstanding items continue to be addressed in order to receive the final Certificate of Occupancy.
- The Public Roadway/DSC/Transportation project construction progress:
  - Interior windows have been installed at the DSC building.
  - Interior ceiling grid continued at the DSC building.
    - 2nd level ACT installation was completed.
    - 1st level ACT installation substantially completed.
  - Drywall installation continued at the DSC building.
    - 2nd level is completely drywalled and painting is substantially completed in all areas.
    - 1st level drywall installation continue, in lobby area.
      - Office areas have been painted.
  - Staircase ceramic tile installation was completed.
    - Wood paneling installation was completed on the main staircase.
  - Furniture installation continued at the DSC building.
  - 1st level casework installation is completed at the DSC building.
  - Light panel installation in ceiling grid continued at the DSC building, in misc. areas.
  - 2nd level carpet tile installation is completed.
    - 1st level continues.
  - Ceramic tile installation was completed in all bathrooms at the DSC building.
    - Ceramic Tile installation commenced at Transportation bathrooms.
  - Completed painting in area A offices.
  - Continued in-wall device installation at Transportation building.
  - Interior glazing installation continues at Transportation building.
  - Lighting installation commenced at the Bus Garage.
  - Competed hydrant loop installation.
  - Continued final grade at Portia Johnson.
  - Completed removals of asphalt and sidewalk at South CHS parking lot.

- Demolition of Central High School:
    - Final clean-up and grading commenced.

Upcoming Activities and Next Steps:

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

    b. DSC/Transportation/Roadways:
        i. Painting to be completed throughout.
        ii. Lighting installation to be completed at the DSC building.
        iii. Guardrail glass installation to be completed.
        iv. 1st level finishing floor to be completed.
        v. Interior window installation to be completed at the Transportation building.
        vi. Ceiling grid to be completed throughout at the DSC building.
            1. Ceiling tile installation to be completed on 1st level.
        vii. Floor finishes to be completed throughout at DSC building.
        viii. Mechanical startups to commence at DSC & Transportation buildings.
        ix. Sitework to continue throughout.
        x. Wall painting to continue in readied areas at the Transportation building.
        xi. Bus Garage lighting installation to be completed.
        xii. The remaining punchlist to be coordinated and issued.
        xiii. Continue final grade at Portia Johnson.

    c. Demolition of Central High School:
        i. Final clean-up and grading to continue.

ISD 709 Duluth Public Schools

ICS

Printed on Fri May 5, 2023 at 11:16 am CDT

337

Job #: S20120C ISD #709 -DSC & Transportation - Duluth Schools
730 E Central Entrance
Duluth, Minnesota 55811

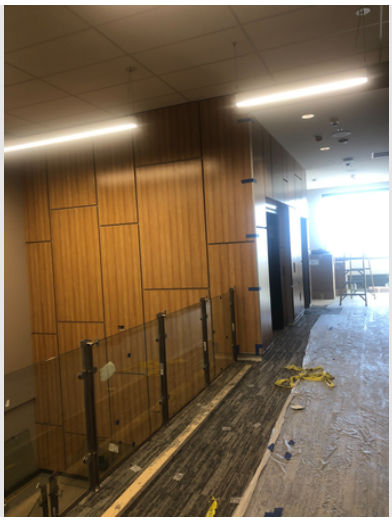


Description

Ceramic Tile & Partition Installation - Transportation

Taken Date	Uploaded By
05/05/2023 at 09:12 am	Jason Johnson

Upload Date	File Name
05/05/2023 at 10:47 am	034B30C3-8079-4B58-81EE-A6B...



Description

Wood Paneling Installation at Main Staircase & Elevator - DSC

Taken Date	Uploaded By
05/05/2023 at 09:03 am	Jason Johnson

Upload Date	File Name
05/05/2023 at 09:04 am	1595117F-F9C6-48D3-8FE0-EDBF...



Description

CHS Final Cleanup/Grading

Taken Date	Uploaded By
05/05/2023 at 08:58 am	Jason Johnson

Upload Date	File Name
05/05/2023 at 08:58 am	B86CD9BF-4534-4339-8CBB-5BD...



Description

CHS Final Cleanup/Grading

Taken Date	Uploaded By
05/05/2023 at 08:58 am	Jason Johnson

Upload Date	File Name
05/05/2023 at 08:58 am	2714C21B-6A2B-41C4-B738-38A...



Description

ACT Grid Installation - Transportation

Taken Date

05/03/2023 at 05:32 pm

Uploaded By

Jason Johnson

Upload Date

05/03/2023 at 05:36 pm

File Name

A9F0B577-FCB0-4CCB-AA44-3F7...



Description

Ceramic Tile Installation at Staircase - DSC

Taken Date

04/28/2023 at 07:22 am

Uploaded By

Nathan Norton

Upload Date

04/28/2023 at 07:22 am

File Name

67C7F9ED-534F-494C-8479-8861...



Description

1st Level Boardroom - DSC

Taken Date

04/28/2023 at 07:19 am

Uploaded By

Nathan Norton

Upload Date

04/28/2023 at 07:20 am

File Name

1ECAEB62-DFA2-4DF8-8A8C-306...



Description

Painted Maintenance Bay - Bus Garage

Taken Date

04/14/2023 at 01:31 pm

Uploaded By

Jason Johnson

Upload Date

04/14/2023 at 01:32 pm

File Name

13577F64-D845-418B-8074-3D4...



Description

1st Level Bathrooms - DSC

Taken Date	Uploaded By
04/11/2023 at 05:45 pm	Jason Johnson

Upload Date	File Name
04/11/2023 at 05:46 pm	C03053DE-F290-4D5C-959F-0A2...



Description

DSC Furniture Install - 2nd Level

Taken Date	Uploaded By
04/07/2023 at 08:58 am	Jason Johnson

Upload Date	File Name
04/07/2023 at 09:02 am	2D16DF44-2172-42A7-877E-768...



Description

Wood Panel Installation - DSC

Taken Date	Uploaded By
04/07/2023 at 08:54 am	Jason Johnson

Upload Date	File Name
04/07/2023 at 08:55 am	55A19A76-8ECE-4B25-BFC5-B67...



Description

Furniture Installation - DSC

Taken Date	Uploaded By
04/03/2023 at 05:45 pm	Jason Johnson

Upload Date	File Name
04/04/2023 at 09:32 am	0FE66D44-B4D0-4D44-8103-7F6...

Expenditure Contracts Signed
April 2023

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
The Jamar Company	$1,238.38	Facilities (DU/DR)	QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers – Third Year of Contract (Second of Two Renewable Years)
The Jamar Company	$18,160.80	Facilities (DU/DR)	QUOTE #4372 – District-Wide Refrigeration Repair Services – Second Year of Contract (First of Two Renewable Years)
Donald Holm Construction Co., Inc.	$40,340.87	Facilities (DU/DR)	BID #1297 – District-Wide Annual Carpentry Labor – Second Year of Contract (First of Two Renewable Years)
Johnson Controls	$31,366.30	Facilities (DU/DR)	BID #1299 – District-Wide Annual Chiller Inspection and Maintenance Services – Second Year of Contract (First of Two Renewable Years)
Benson Electric Company	$47,490.28	Facilities (DU/DR)	BID #1291 – District-Wide Electrical Labor – High Voltage & Low Voltage – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	$24,708.58	Facilities (DR)	QUOTE #4359 – District-Wide Inspection & Testing of Fire Alarm Systems – Third Year of Contract (Second of Two Renewable Years)
Northland Fire & Safety, Inc.	$2,796.98	Facilities (DR)	QUOTE #4373 – District-Wide Annual Fire Extinguisher Service – Second Year of Contract (First of Two Renewable Years)
Superior Glass, Inc.	$29,556.90	Facilities (DU/DR)	QUOTE #4362 – District-Wide Glass Replacement Services – Third Year of

			Contract (Second of Two Renewable Years)
Quality Lawn Care	$53,278.17	Facilities (DU)	BID #1298 District-Wide Lawn Care Services – Second Year of Contract (First of Two Renewable Years)
Hovland, Inc.	$17,610.57	Facilities (DU/DR)	QUOTE #4361 – District-Wide Annual Cement Masons Labor – Third Year of Contract (Second of Two Renewable Years)
Waste Management	$117,862.68	Facilities (DU)	BID #1301 – District-Wide Refuse Removal and Recycling Services – Second Year of Contract (First of Two Renewable Years)
Per Mar Security Services	$49,590.35	Facilities (DU)	QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Third Year of Contract (Second of Four Renewable Years)
A+ Contractors	$76,387.78	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Second Year of Contract (First of Two Renewable Years)
Blotti Contracting	$42,420.14	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation – Second Year of Contract (First of Two Renewable Years)
Viele Contracting Inc.	$45,600.90	Facilities (DU)	BID #1302 – Annual Snow Plowing Services – Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Second Year of Contract (First of Two Renewable Years)
Summit Fire Protection	$13,750.59	Facilities (DR)	QUOTE #4363 – District-Wide Security Testing/Maintenance of Sprinkler Systems – Third Year of Contract (Second of Two Renewable Years)
Johnson's Carpet One	$8,495.00	Facilities (DU/DR)	QUOTE #4382 Flooring Installation Labor
Regional Contracting & Painting	$36,006.00	Facilities (DU/DR/DR)	BID #1315 Painting Labor
Duluth Community School Collaborative	$33,000.00*	TLE Dept. (DR)	FIN 161 ESSER funds will help support DASH Program (Denfeld) and the Volunteer and Partnership Coordinator (serving MWES, LPMS, Denfeld HS) – FY23

Duluth Community School Collaborative	$33,000.00*	TLE Dept. (DR)	FIN 161 ESSER funds will help support DASH Program (Denfeld) and the Volunteer and Partnership Coordinator (serving MWES, LPMS, Denfeld HS) – FY24
Jebeh Cultural Consulting LLC	$10,000.00*	TLE Dept. (DR)	Professional development keynote speaker for 8/29/23, 12/4/23 and two additional mini sessions in 2023
Chi Maiingan	$75.00*	Office of Education Equity (OEE) (DR)	Addendum to original contract with vendor – increasing not to exceed amount from $900.00 to $975.00
Duluth Community School Collaborative	$15,000.00*	Office of Education Equity (OEE) (DR)	After school and summer programming to students at MWES
Troy Howes	$300.00*	Am. Indian Edu. (DR)	Graduation honor song performance at graduation ceremonies
Story North Productions	$24,000.00*	Communications Office	Strategic planning and recruitment video production
ARCC	$1,996.99	Technology (DR)	E-rate consulting services for FY23
Residential Services Inc.	$3,240.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP
Residential Services Inc.	$1,440.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP`
Base Education	$17,550.00*	MTSS Coord. (DR)	Education regarding substance use/misuse – 3-year agreement
Fuel Education	$30,000.00*	ALC/AEO	Assistance with online credit recovery and independent study program
Derek Francis	$3,000.00*	East HS (DR)	Staff development presentation regarding racial and social justice
Michelle Rowley	$1,000.00*	Denfeld HS (DU)	Assistance with Denfeld HS drama dept.
Twin Ports Testing	$302.50*	Denfeld HS (DU)	Lead testing on historic Denfeld clock tower spire (the old one) ahead of future preservation efforts
Amber Burns	$1,000.00*	Denfeld HS (DU)	Provided choreography for Denfeld HS Drama Dept. in production of "*Chicago*"

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,

David Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: AAB8DE47-5891-4DCE-A94D-403C825527BC

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4360

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**The Jamar Company**
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, MN 55807
Phone:	218-628-1027 Fax: 218-628-1174
Correspondence Email Address	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number	Mark Swanson 218-628-3624

HOURLY RATE	*FY22 First Year*	*FY23 Second Year*	**FY24 Third Year**
REGULAR Hourly Rate	*$128.00*	*$134.53*	**$145.42**
OVERTIME Hourly Rate	*$192.00*	*$201.79*	**$218.14**
HOLIDAY Hourly Rate	*$256.00*	*$269.06*	**$290.85**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	*$1,510.00*	*$1,587.01*	**$1,715.56**
2	Denfeld High School	7	*$3,355.00*	*$3,526.11*	**$3,811.72**
3	East High School	7	*$3,355.00*	*$3,526.11*	**$3,811.72**
4	Homecroft Elementary School	3	*$1,510.00*	*$1,587.01*	**$1,715.56**
5	Lakewood Elementary School	2	*$1,050.00*	*$1,103.55*	**$1,192.94**
6	Laura MacArthur Elementary School	3	*$1,510.00*	*$1,587.01*	**$1,715.56**
7	Lester Park Elementary School	2	*$1,050.00*	*$1,103.55*	**$1,192.94**
8	Lincoln Park Middle School	3	*$1,510.00*	*$1,587.01*	**$1,715.56**
9	Lowell Elementary School	2	*$1,050.00*	*$1,103.55*	**$1,192.94**
10	Myers-Wilkins Elementary School	3	*$1,510.00*	*$1,587.01*	**$1,715.56**
11	Ordean East Middle School	3	*$1,510.00*	*$1,587.01*	**$1,715.56**
12	Piedmont Elementary School	2	*$1,050.00*	*$1,103.55*	**$1,192.94**
13	Rockridge Academy	2	*$1,050.00*	*$1,103.55*	**$1,192.94**
14	Stowe Elementary School	2	*$1,050.00*	*$1,103.55*	**$1,192.94**
	Total Amount		*$22,070.00*	*$23,195.57*	**$25,074.41**
Aerco Boiler 24-Month Service Charge/Boiler			*$1,090.00*	*$1,145.59*	**$1,238.38**

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON
(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

DS kl

Insurance Received _____

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 380 350 000

Acceptance of 2023/2024 Contract

DocuSigned by: Mark Swanson 201212C160CA497... signature — 1/27/2023 date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 9B460ZF1461A4BB... signature — 1/27/2023 date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2022

385

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Zurich American Insurance Company — 16535
INSURED The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W26910587 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y		GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8902941-03	12/31/2022	12/31/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

Re: Quote 4360 - District Wide Annual Inspection & Service to Boilers; Duluth, MN.

CERTIFICATE HOLDER

ISD 709
215 N. First Avenue East
Duluth, MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 23443420 BATCH: 2775338

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4372 – District Wide Refrigeration Repair Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and the Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023:**

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: CFDDE0C6-71E8-4513-845B-02675495A3C2

CONTRACT

REFRIGERATION REPAIR SERVICES

QUOTE #4372

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**The Jamar Company**
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone Number:	218-628-1027
Fax Number:	218-628-1174
Correspondence Email Address:	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number:	Mark Swanson 218-628-3624

HOURLY RATES	*FY23 First Year*	**FY24 Second Year**	*FY25 Third Year*
Regular Hourly Rates	*$84.00*	**$90.80**	
Overtime Hourly Rates	*$126.00*	**$136.21**	
Holiday Hourly Rates	*$168.00*	**$181.61**	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote *$18,160.80*

DS kl

Insurance Received _____

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 369 350 000

Acceptance of 2023/2024 Contract

DocuSigned by: Mark Swanson
201313C160CA497...
signature _____ date _____

DocuSigned by: Simone Zunich
9B4602F1461A4BB...
ISD 709, Simone Zunich
CFO/Executive Director of Business Servic
signature _____ date _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2022

588

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED The Jamar Company 4701 Mike Colalillo Drive Duluth, MN 55807	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W26910588 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y		GLO 8902940-03	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 8902941-03	12/31/2022	12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 5,000,000 $ 5,000,000 $ 5,000,000

RECEIVED
JAN 17 2023
FACILITIES MGT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: District Wide Annual Refrigeration Repair Service; Duluth, MN.

Stop Gap Employers Liability for the Monopolistic States of North Dakota, Ohio, Washington and Wyoming is provided under Workers' Compensation policy, however, Statutory coverage for the Monopolistic states is not.

ISD 709 is included as Additional Insured under the General Liability policy when required by written contract.

CERTIFICATE HOLDER

ISD 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 23443420 BATCH: 2775338

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Donald Holm Construction Co., Inc.
Attn: Ryker Holm
3211 West 3rd Street
Duluth, MN 55806

RE: BID #1297 – District-Wide Annual Carpentry Labor – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Holm:

Attached please find a copy of the agreement between ISD #709 and Donald Holm Construction Co., Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023:**

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: 5235D548-A9CB-4720-A805-F39AE5BBE118

CONTRACT

CARPENTRY LABOR

Bid #1297

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Donald Holm Construction Co., Inc.**
Contact:	Ryker Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	ryker@donaldholmconst.com
Emergency Contact & Phone Number:	Ryker Holm

REGULAR HOURLY RATE	*FY23 First Year*	**FY24 Second Year**	*FY25 Third Year*
CARPENTRY FOREMAN	*$82.21*	**$88.87**	
CARPENTRY JOURNEYMAN	*$78.44*	**$84.79**	
APPRENTICE - level 8 (97%)	*$76.96*	**$83.19**	
APPRENTICE - level 7 (93%)	*$74.90*	**$80.97**	
APPRENTICE - level 6 (88%)	*$72.36*	**$78.22**	
APPRENTICE - level 5 (83%)	*$69.83*	**$75.49**	
APPRENTICE - level 4 (78%)	*$67.30*	**$72.75**	
APPRENTICE - level 3 (73%)	*$64.76*	**$70.01**	
APPRENTICE - level 2 (68%)	*$62.23*	**$67.27**	
APPRENTICE - level 1 (63%)	*$59.69*	**$64.52**	
LABORER FOREMAN	*$70.10*	**$75.78**	
SEMI-SKILLED LABERER	*$67.85*	**$73.35**	
LABORER	*$67.85*	**$73.35**	
LABORER APPRENTICE (80%)	*$67.85*	**$73.35**	
OVERTIME HOURLY RATE			
FOREMAN	*$109.43*	**$118.29**	
JOURNEYMAN	*$103.80*	**$112.21**	
APPRENTICE - level 8 (97%)	*$101.51*	**$109.73**	
APPRENTICE - level 7 (93%)	*$98.47*	**$106.45**	
APPRENTICE - level 6 (88%)	*$94.67*	**$102.34**	
APPRENTICE - level 5 (83%)	*$90.87*	**$98.23**	
APPRENTICE - level 4 (78%)	*$87.07*	**$94.12**	
APPRENTICE - level 3 (73%)	*$83.26*	**$90.00**	
APPRENTICE - level 2 (68%)	*$79.47*	**$85.91**	
APPRENTICE - level 1 (63%)	*$75.66*	**$81.79**	
LABORER FOREMAN	*$95.02*	**$102.72**	
LABORER SEMI-SKILLED	*$91.64*	**$99.06**	
LABORER	*$91.64*	**$99.06**	
LABORER APPRENTICE (80%)	*$91.64*	**$99.06**	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote *$40,340.87*

Insurance Received _____ Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 379 350 000

Acceptance of 2023/2024 Contract DocuSigned by: Ryker Holm 249C97E5A1E5401 _____ _____
signature *date*

ISD 709, Simone Zunich DocuSigned by: Simone Zunich 8D4692F1464A49D... _____ _____
CFO/Executive Director of Business Services *signature* *date*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cartier Agency, Inc. dba Cartier Insurance 310 East Superior Street Suite 220 Duluth MN 55802	**CONTACT NAME:** Arianna Hess **PHONE (A/C, No, Ext):** 218-625-4223 **FAX (A/C, No):** 218-727-8501 **E-MAIL ADDRESS:** ahess@caduluth.com
INSURED DONAHOL-01 Donald Holm Construction Inc. 3211 W. 3rd St. Duluth MN 55806	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** West Bend Mutual / 15350 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1034665703 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		0705007	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			0705007	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			0705007	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE $	$ 8,000,000 $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0705008	4/1/2022	4/1/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Contractor's Equipment			0705007	4/1/2022	4/1/2023	Leased/Rented Equip	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ISD #709 is included as additional insured

CERTIFICATE HOLDER

ISD #709
215 N 1st Ave E
Duluth MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Johnson Controls
Attn: Ben LaLone
4627 Airpark Boulevard
Duluth, MN 55811

RE: BID #1299– District-Wide Annual Chiller Inspection and Maintenance Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. LaLone:

Attached please find a copy of the agreement between ISD #709 and Johnson Controls for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023:**

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 23, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: DAFC0F8B-724D-47B0-8A05-CF28A94E0970

CONTRACT

CHILLER INSPECTION AND MAINTENANCE SERVICES

Bid #1299

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Johnson Controls**
Contact:	Ben Lalone
Address:	4627 Airpark Boulevard, Duluth, MN 55811
Phone:	218-725-6762 Fax: 218-727-7945
Correspondence Email Address	ben.lalone@jci.com
Emergency Contact & Phone Number	866-211-3536

CALL OUT HOURLY RATE	*FY20 First Year*	**FY21 Second Year**	*FY22 Third Year*
NORMAL WORKING HOURS	*$169.00*	**$182.69**	
AFTER NORMAL WORKING HOURS	*$253.50*	**$274.03**	
SUNDAY & HOLIDAY WORKING HOURS	*$338.00*	**$365.38**	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on chillers.

ANNUAL INSPECTIONS COST PER BUILDING

1	Congdon Park Elementary School	2	*$2,232.00*	**$2,412.79**	
2	Denfeld High Schoool	4	*$4,464.00*	**$4,825.58**	
3	East High School	3	*$3,348.00*	**$3,619.19**	
4	Homecroft Elementary School	1	*$1,116.00*	**$1,206.40**	
5	Lakewood Elementary School	1	*$1,116.00*	**$1,206.40**	
6	Laura MacArthur Elementary School	2	*$2,232.00*	**$2,412.79**	
7	Lester Park Elementary School	2	*$2,232.00*	**$2,412.79**	
8	Lincoln Park Middle School	2	*$2,232.00*	**$2,412.79**	
9	Lowell Elementary School	2	*$2,232.00*	**$2,412.79**	
10	Myers-Wilkins Elementary School	2	*$2,232.00*	**$2,412.79**	
11	Ordean East Middle School	2	*$2,232.00*	**$2,412.79**	
12	Piedmont Elementary School	2	*$2,232.00*	**$2,412.79**	
13	Stowe Elementary School	1	*$1,116.00*	**$1,206.40**	
	Total Amount		*$29,016.00*	**$31,366.30**	

NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS
(8.1% increase over FY23 contract)

DS kl

Insurance Received _____

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 380 350 000

Acceptance of 2023/2024 Contract

DocuSigned by: Ben Lalone 1/27/2023
0FEA0FAF0B3B4AA... signature date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 1/27/2023
9B4602F1461A4BB... signature date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Chad Mannella		
Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661	PHONE (A/C, No, Ext):	(866) 966-4664	FAX (A/C, No):	(212) 948-5167
	E-MAIL ADDRESS:	JCI.CertRequest@marsh.com		

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	OLD REPUBLIC INSURANCE CO	24147
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Johnson Controls US Holdings, LLC
Johnson Controls, Inc.
Tyco International Holding S.a.r.l.
SimplexGrinnell LP (see attached Acord 101)
5757 North Green Bay Avenue
Milwaukee, WI 53209

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			MWZY 313947 22	10/01/2022	10/01/2023	EACH OCCURENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $2,000,000 $50,000 $2,000,000 $2,000,000 INC IN GEN AGG
A A A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 313946-21 (Excludes NH) MWTB 313949-21 (Primary NH $250k) MWZX 313950-21 (Excess NH $2.25mm) Excess NH Auto is follow form to Primary NH Auto	10/01/2022 10/01/2022 10/01/2022	10/01/2023 10/01/2023 10/01/2023	COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,500,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 313943 21 (AOS – See Pg 2) MWXS 313944 21 (OH & WA)	10/01/2022 10/01/2022	10/01/2023 10/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI / Tyco Contract Number: 1-119073335387
JCI / Tyco Project Name: Duluth Schools Chillers 2022-2023
Customer PO Number: Signed agreement

CERTIFICATE HOLDER

ISD #709- Duluth Public Schools
4316 Rice Lake Road Suite 108
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
By Julie Neisen

Julie Neisen

ACORD 25 (2016/03)

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Benson Electric Company
Attn: Nathan Sapik
1102 N. 3rd Street
Superior, WI 54480

RE: BID #1291 District-Wide Electrical Labor - High Voltage & Low Voltage - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Sapik:

Attached please find a copy of the Agreement between ISD #709 and Benson Electric Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023.**

- **Certificate of Insurance** listing ISD #709 as the Certificate Holder and Additional Insured on the policy as we show your policy expired on **January 1, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,

David Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: E713CCB8-F61F-4D70-8459-841D95AE614B

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

Bid #1291

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Benson Electric Company**
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik

REGULAR HOURLY RATE	*FY22 First Year*	*FY23 Second Year*	**FY24 Third Year**
JOURNEYMAN	*$93.00*	*$97.74*	**$105.66**
APPRENTICE - level 6 (85%)	*$70.00*	*$73.57*	**$79.53**
APPRENTICE - level 5 (75%)	*$62.00*	*$65.16*	**$70.44**
APPRENTICE - level 4 (65%)	*$54.00*	*$56.75*	**$61.35**
APPRENTICE - level 3 (55%)	*$46.00*	*$48.35*	**$52.26**
APPRENTICE - level 2 (50%)	*$42.00*	*$44.14*	**$47.72**
APPRENTICE - level 1 (45%)	*$38.00*	*$39.94*	**$43.17**
LOW VOLTAGE TECHNICIAN	*$90.00*	*$94.59*	**$102.25**
LOW VOLTAGE INSTALLER	*$64.00*	*$67.26*	**$72.71**
OVERTIME HOURLY RATE			
JOURNEYMAN	*$139.50*	*$146.61*	**$158.49**
APPRENTICE - level 6 (85%)	*$105.00*	*$110.36*	**$119.29**
APPRENTICE - level 5 (75%)	*$93.00*	*$97.74*	**$105.66**
APPRENTICE - level 4 (65%)	*$81.00*	*$85.13*	**$92.03**
APPRENTICE - level 3 (55%)	*$69.00*	*$72.52*	**$78.39**
APPRENTICE - level 2 (50%)	*$63.00*	*$66.21*	**$71.58**
APPRENTICE - level 1 (45%)	*$57.00*	*$59.91*	**$64.76**
LOW VOLTAGE TECHNICIAN	*$135.00*	*$141.89*	**$153.38**
LOW VOLTAGE INSTALLER	*$96.00*	*$100.90*	**$109.07**
total estimated amount	*$41,800.00*	*$43,931.80*	**$47,490.28**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____ Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 370 350 000

Acceptance of 2023/2024 Contract — DocuSigned by: Nathan Sapik 753DEC1CAC5C487... signature — 1/27/2023 date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services — DocuSigned by: Simone Zunich 9B4602F1481A4BB... signature — date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 332 West Superior Street, Suite 700 Duluth MN 55802	**CONTACT NAME:** Jen Christofferson **PHONE (A/C, No, Ext):** 218-625-2129 **FAX (A/C, No):** 218-722-7756 **E-MAIL ADDRESS:** jen.christofferson@marshmma.com
INSURED BENSOELECT3 Benson Electric Company 1102 N 3rd Street Superior WI 54880	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Co of Amer — 25674 **INSURER B :** Travelers Property Casualty Co of Amer — 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 515301828 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC OTHER:			DTCO9T679529PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			8109T6766442326G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP9T6808542326	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9T67579A2326E	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine			DTCO9T679529PHX23	1/1/2023	1/1/2024	Leased/Rented Equip	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract, Certificate holder is included as Additional Insured with regards to the General Liability.

CERTIFICATE HOLDER

ISD 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DocuSign Envelope ID: 23863C81-E27C-401A-BD19-8E49F6704B80

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 East 5th Street
Superior, WI 54880

RE: QUOTE #4359 District-Wide Inspection & Testing of Fire Alarm Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2023.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: 23863C81-E27C-401A-BD19-8E49F6704B80

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4359

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Northland Fire & Safety, Inc.**
Contact:	Mary Randby
Address:	2213 East 5th Street, Superior, Wisconsin 54880
Phone:	715-398-6643 fax 715-398-6647
Correspondance Email Address	mrandby@northlandfire.com
Emergency Contact & Phone Number	Mary Randby 218-788-6651 (pager)

INSPECTION	*FY22 First Year*	*FY23 Second Year*	**FY24 Third Year**
Total Amount of Quote *(see page 2 of 2)*	*$12,224.00*	*$11,426.47*	**$13,498.37**

(Contractors annual inspection cost)

ADD/DEDUCT PER DEVICE CHARGE

Smoke/Heat Detector	*$1.00*	*$1.05*	**$1.14**
Signaling Notification Device	*$0.75*	*$0.79*	**$0.85**
Other Initiating Device	*$1.00*	*$1.05*	**$1.14**
Accessory Device	*$1.00*	*$1.05*	**$1.14**

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (36 hoods) *HOCHS removed*	*$5,447.00*	*$5,724.80*	**$6,188.51**
ANSUL System Inspection (19 systems)	*$4,420.00*	*$4,645.42*	**$5,021.70**

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Estimated Annual Amount of Bid *$24,708.58*

Insurance Received _____ Budget Code 05 E 005 865 363 305 000

Acceptance of 2023/2024 Contract DocuSigned by: Mary Randby 22CD49E5F424489... _____ _____
signature *date*

ISD 709, Simone Zunich DocuSigned by: Simone Zunich 9B460ZF1461A4BB... _____ _____
CFO/Executive Director of Business Services *signature* *date*

DocuSign Envelope ID: 23863C81-E27C-401A-BD19-8E49F6704B80

INSPECTION BREAKDOWN PER BUILDING

LOCATION	*FY22 First Year*	*FY23 Second Year*	**FY24 Third Year**
~~1) Central High School *(closed)*~~	$441.00	*$463.49*	*building demo*
2) Congdon Park Elementary School		*$631.65*	**$682.81**
Sensitivity Testing (FY22)	$616.00		
3) Denfeld High School	$1,966.00	*$2,066.27*	**$2,233.63**
4) East High School	$976.00	*$1,025.78*	**$1,108.86**
5) Garfield Avenue Building	$296.00	*$311.10*	**$336.29**
~~*6) Historic Old Central High School*~~	*$796.00*	*building sold*	
~~*Sensitivity Testing (FY24)*~~			
7) Homecroft Elementary School	$491.00	*$516.04*	
Sensitivity Testing (FY24)			**$858.92**
8) Lakewood Elementary School	$416.00	*$437.22*	
Sensitivity Testing (FY24)			**$807.79**
9) Laura MacArthur Elementary School	$666.00	*$699.97*	**$756.66**
10) Lester Park Elementary School	$331.00	*$347.88*	**$376.06**
11) Lincoln Park Middle School	$506.00	*$531.81*	**$574.88**
12) Lowell Elementary School	$796.00	*$836.60*	
Sensitivity Testing (FY24)			**$1,637.16**
14) Myers-Wilkins Elementary School		*$726.24*	**$785.07**
Sensitivity Testing (FY22)	$1,066.00		
16) Ordean East Middle School	$686.00	*$720.99*	**$779.39**
13) Piedmont Elementary School	$411.00	*$431.96*	**$466.95**
14) Rockridge Academy	$366.00		**$415.82**
Sensitivity Testing (FY23)		*$489.77*	
15) S.T.C. Main Campus *(closed)*	$666.00	*$699.97*	**$756.66**
16) S.T.C. Upper Campus - In progress of Renovations	$266.00	*renovations*	
17) Stowe Elementary School	$466.00	*$489.77*	
Sensitivity Testing (FY24)			**$921.40**
Total Amount of Quote	*$12,224.00*	*$11,426.47*	**$13,498.37**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022 601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	**CONTACT NAME:** Kasi Heilig **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** kasi.heilig@marshmma.com
INSURED NORTFI3 Northland Fire & Safety, Inc 2213 E 5th Street Superior WI 54880	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Secura Insurance, A Mutual Company / 22543 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 973339757 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			CP3325703	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Prop Damage Deduc	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $500 per Claim
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU3325705	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC3325704	7/1/2022	7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ISD #709 is Additional Insured as required by written contract or agreement limited to General Liability Coverage.

CERTIFICATE HOLDER

ISD #709 Facilities Management
215 N 1st Avenue East
Duluth MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Northland Fire & Safety, Inc.
Attn: Mark Wagemaker
2213 East 5th Street
Superior, WI 54880

RE: Quote 4373 – District-Wide Annual Fire Extinguisher Service – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Wagemaker:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023:**

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **July 1, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: D63019D4-DA5F-4707-84D3-D91FD8477097

CONTRACT

FIRE EXTINGUISHER SERVICE

Quote #4373

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Northland Fire & Safety, Inc.**
Contact:	Mark Wagemaker
Address:	2213 East 5th Street, Superior, Wisconsin 54880
Phone:	715-398-6643 fax: 715-398-6647
Correspondence Email Address:	mwagemaker@northland.com
Emergency Contact & Phone Number:	Mark Wagemaker 218-428-4580

HOURLY RATE	*FY23 First Year*	**FY24 Second Year**	*FY25 Third Year*
Annual Service and Tagging (per unit)	*$2.95*	**$3.19**	
Recharging - Dry Chemical	*$8.78*	**$9.49**	
Recharging - Halotron	*$8.78*	**$9.49**	
Recharging - Co2	*$14.22*	**$15.37**	
Recharging - K-Class	*$21.00*	**$22.70**	
Hydrostatic Test - Dry Chemical	*$8.93*	**$9.65**	
Hydrostatic Test - Halotron	*$8.93*	**$9.65**	
Hydrostatic Test - Co2	*$21.15*	**$22.86**	
Hydrostatic Test - K-Class	*$42.00*	**$45.40**	
6 Year Maintenance - Dry Chemical	*$2.69*	**$2.91**	
6 Year Maintenance - Halotron	*$2.69*	**$2.91**	
5 Year Class K Hydrotest/Recharge	*$63.00*	**$68.10**	
Dry Chemical Material Per Pound	*$1.26*	**$1.36**	
Halotron Material Per Pound	*$53.00*	**$57.29**	
Co2 Material Per Pound	*$2.04*	**$2.21**	
K-Class Material Per Liter	*$22.00*	**$23.78**	

Annual Service and Tagging (360)	*$2.95*	*$1,062.00*	**$3.19**	**$1,148.02**		
Recharging - Dry Chemical (65)	*$8.78*	*$570.70*	**$9.49**	**$616.93**		
Hydrostatic Test - Dry Chemical (10)	*$8.93*	*$89.30*	**$9.65**	**$96.53**		
6 Year Maintenance - Dry Chemical (60)	*$2.69*	*$161.40*	**$2.91**	**$174.47**		
5 Year K Class Hydrotest/Recharge (2)	*$63.00*	*$126.00*	**$68.10**	**$136.21**		
Parts: Valve Stem/Gauge (10)	*$12.00*	*$120.00*	**$12.97**	**$129.72**		
Seals/Collar/DOT Label/Pull Pin (70)	*$4.90*	*$343.00*	**$5.30**	**$370.78**		
Hosse Strap & Clip/Valve Stem/Gauge (10)	*$11.50*	*$115.00*	**$12.43**	**$124.32**		

(8.1% increase over FY23 contract)

Estimated Annual Amount of Quote *$2,587.40* **$2,796.98**

kl

Insurance Received _____

Budget Code 05 E 005 865 363 350 000

Acceptance of 2023/2024 Contract

DocuSigned by: Mark Wagemaker 438D48F3EA347F... signature 1/27/2023 date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 8B4602F1461A4BB... signature 1/27/2023 date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2022

404

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh & McLennan Agency LLC 7225 Northland Dr N #300 Minneapolis MN 55428	**CONTACT NAME:** Kasi Heilig **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** kasi.heilig@marshmma.com
INSURED NORTFI3 Northland Fire & Safety, Inc 2213 E 5th Street Superior WI 54880	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Secura Insurance, A Mutual Company / 22543 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 973339757 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CP3325703	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Prop Damage Deduc	$ $500 per Claim
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			CU3325705	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC3325704	7/1/2022	7/1/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ISD #709 is Additional Insured as required by written contract or agreement limited to General Liability Coverage.

CERTIFICATE HOLDER

ISD #709 Facilities Management
215 N 1st Avenue East
Duluth MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DocuSign Envelope ID: 5A2DA4D9-18AB-41DF-B6D3-8C3B2CC2464F

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Superior Glass, Inc.
Attn: Knute Pederson
823 Belknap Street, Suite 110
Superior, WI 54880

RE: QUOTE #4362 District-Wide Glass Replacement Services - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Pederson:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2024**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: 5A2DA4D9-18AB-41DF-B6D3-8C3B2CC2464F

CONTRACT

GLASS REPLACEMENT SERVICES

Quote #4362

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Superior Glass, Inc.**
Contact:	Knute Pedersen
Address:	823 Belknap Street, Suite 110, Superior, Wisconsin 54880
Phone Number:	715-394-5588 fax 715-394-5580
Correspondance Email Address	jmclaren@superiorglass.com
Emergency Contact/Phone Number	Tim Rooney 715-399-3176

		FY22 First Year	*FY23 Second Year*	**FY24 Third Year**
HOURLY RATES	REGULAR	*$81.22*	*$85.36*	**$92.28**
	OVERTIME	*$121.83*	*$128.04*	**$138.41**
	HOLIDAY	*$162.44*	*$170.72*	**$184.55**
	Total Annual Amount of Labor	*$24,366.00*	*$25,608.67*	**$27,682.97**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
Single Pane Clear Laminated	*12.65*	**14.37**			*10.65*	**12.10**	*253.00*	**287.44**
Single Pane Clear Tempered	*8.97*	**10.19**	*8.92*	**10.13**	*8.31*	**9.44**	*179.40*	**203.82**
Single Pane Double-Strength Plate					*4.13*	**4.69**		
Double Pane Clear Annealeed Insul	*14.55*	**16.53**					*291.00*	**330.61**
Double Pane Colored Annealeed Insul	*14.75*	**16.76**					*295.00*	**335.16**
Double Pane Clear Tempered Insul	*17.00*	**19.31**					*340.00*	**386.28**
Double Pane Colored Tempered Insul	*14.55*	**16.53**					*291.00*	**330.61**

(5.1% increase over FY22 contract)

Total Annual Amount of Material	*$1,649.40*	*$1,733.52*	**$1,873.93**
TOTAL ANNUAL AMOUNT OF QUOTE	*$26,015.40*	*$27,342.19*	**$29,556.90**

MULLIONS	*$4.70*	*$4.94*	**$5.34**

Insurance Received _____

Budget Codes
01 E LOC 810 000 350 000
05 E LOC 865 368/379 350 000

Acceptance of 2023/2024 Contract

DocuSigned by: Knute Pedersen 26DBB04603B84D3... — signature — 2/8/2023 — date

ISD 709, Simon Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 9B4662F1461A4BB... — signature — date

SUPEGLA-02 NGIMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME:	
Holden Ashland Agency 409 W Main St PO Box 351 Ashland, WI 54806	PHONE (A/C, No, Ext): (715) 682-9393	FAX (A/C, No): (715) 682-6855
	E-MAIL ADDRESS: ngima@holdeninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual	15350
INSURED	INSURER B :	
Superior Glass Inc 49717 State Highway 112 Ashland, WI 54806	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR	X		B240336	12/12/2022	12/12/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			B240336	12/12/2022	12/12/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			B240336	12/12/2022	12/12/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		B240347	12/12/2022	12/12/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
re: District-wide glass replacement services: ISD #709 is named as Additional Insured with respect to General Liability for work performed by Named Insured under written contract, insomuch as its interests may apply.

CERTIFICATE HOLDER

ISD #709
215 North 1st Ave East
Duluth, MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Quality Lawn Care
Attn: Paul Morinville
9123 Beaudry St
Duluth, MN 55808

RE: BID #1298 District-Wide Lawn Care Services – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Morinville:

Attached please find a copy of the agreement between ISD #709 and Quality Lawn Care for the above referenced project for the period July 1, 2023 – June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023:**

A Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 11, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: BC41033D-77CC-4428-B181-C40047AD6980

CONTRACT

LAWN CARE SERVICES - BID #1298

Second Year of Contract (First of Two Renewable Years)
for the period of May 7, 2023 through September 16, 2023
Independent School District No. 709

Contractor:	**Quality Lawn Care**
Contact:	Paul Morinville
Address:	9123 Beaudry Street, Duluth, Minnesota 55808
Phone:	218-340-9287
Email Address:	morinvillepaul@yahoo.com
Emergency Contact Phone Number:	218-340-9287

		2022 First Year	**2023 Second Year**	*2024 Third Year*
1	Congdon Park Elementary School	*$95.00*	**$102.70**	
2	Denfeld High School	*$170.00*	**$183.77**	
3	East High School	*$185.00*	**$199.99**	
4	Homecroft Elementary School	*$95.00*	**$129.72**	
5	Lakewood Elementary School	*$120.00*	**$129.72**	
6	Laura MacArthur Elementary School	*$120.00*	**$129.72**	
7	Lester Park Elementary School	*$75.00*	**$81.08**	
8	Lincoln Park Middle School	*$370.00*	**$399.97**	
9	Lowell Elementary School	*$90.00*	**$97.29**	
10	Myers-Wilkins Elementary School	*$260.00*	**$281.06**	
11	Ordean East Middle School	*$300.00*	**$324.30**	
12	Piedmont Elementary School	*$95.00*	**$102.70**	
13	Rockridge Academy	*$95.00*	**$102.70**	
14	Stowe Elementary School	*$120.00*	**$129.72**	
15	Transportation Center	*$34.00*	**$36.75**	
	District Service Center (Central)	*$345.00*	**$372.95**	
		$48,811.00	**$53,278.17**	

(8.1% increase over 2022 contract)

Insurance Received _____ Budget Code 01 E LOC 810 000 350 000

Acceptance of 2023 Contract
DocuSigned by: 8DC2E41FDDCA437... *signature* 3/9/2023 *date*

ISD 709, Simone Zunich
CFO/Executive Director of Business Services
DocuSigned by: Simone Zunich 9B4602F1461A4BB... *signature* _____ *date*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2022

460

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sylvia Messer	
J3 INSURANCE - DULUTH 325 S LAKE AVE SUITE 706 Duluth MN 55802	PHONE (A/C, No, Ext): 218-728-3600	FAX (A/C, No): 218-728-9910
	E-MAIL ADDRESS: Sylvia@j3ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Midwest Family	23574
INSURED Quality Lawn Care Paul & Keith Morinville 9123 Beaudry Street Duluth, MN 55808	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20220509132010531 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ACMN0560106603	05/11/2022	05/11/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CAMN0560106604	05/11/2022	05/11/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUMN0560118723	05/11/2022	05/11/2023	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCMN0560106605	05/11/2022	05/11/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ISD #709
4316 Rice Lake Rd, Ste 108
Duluth, MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Sylvia Messer

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

March 14, 2023

Hovland, Inc
Attn: Katie Schmidt
4177 Thunderchief Lane,
Hermantown, MN 55811

RE: QUOTE #4361 – District-Wide Annual Cement Masons Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Ms. Schmidt:

Attached please find a copy of the Agreement between ISD #709 and Hovland, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review, and if you concur, please sign and date the Agreement where indicated, **via DocuSign** by **March 20, 2023.**

Provide the following by **March 31, 2023** (please email to kimberly.ledoux@isd709.org):

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

DocuSign Envelope ID: E8256D93-47A1-41CE-AB67-B085748F01E1

CONTRACT

CEMENT MASONS LABOR

Quote #4361

Second Year of Contract (First of One Renewable Year)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Hovland, Inc.**
Contact:	Katie Schmidt
Address:	4177 Thunderchief Lan, Hermantown, MN 55811
Phone:	218-722-1662 fax 218-722-1662
Correspondence Email Address	katie@hovlandinc.com
Emergency Contact & Phone Number	Lon Hovland 218-522-0315 lon@hovlandinc.com

REGULAR HOURLY RATE	*FY22*	*FY23 First Year*	**FY24 Second Year**
FOREMAN	*$125.00*	*$131.38*	**$142.02**
JOURNEYMAN	*$100.00*	*$105.10*	**$113.61**
APPRENTICE	*$85.00*	*$89.34*	**$96.57**

OVERTIME HOURLY RATE			
FOREMAN	*$150.00*	*$157.65*	**$170.42**
JOURNEYMAN	*$125.00*	*$131.38*	**$142.02**
APPRENTICE	*$105.00*	*$110.36*	**$119.29**
estimated total amount	*$15,500.00*	*$16,291.00*	**$17,610.57**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 384 350 000

Acceptance of 2023/2024 Contract

DocuSigned by: Cody Kreitzer 04EBEE1C7A34405... 3/29/2023
signature date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 9B4602F1401A4BB... 3/14/2023
signature date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Reliable Agency, Inc 803 Carlton Avenue Cloquet MN 55720	**CONTACT NAME:** Kristen Modean **PHONE (A/C, No, Ext):** 218-655-3375 **FAX (A/C, No):** 218-655-3375 **E-MAIL ADDRESS:** kristen@reliablemn.com
INSURED 25845 Hovland, Inc. Hovland Concrete and Masonry Design, Inc. 4183 Thunderchief Lane Hermantown MN 55811	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** SFM — 11347 **INSURER B :** Western National Assurance — 24465 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 81679947 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP 1299260	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CPP 1299259	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000			UMB 1050379	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N [ ] ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		123354.204	1/1/2023	1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
B	Leased or Rented Equipment			CPP 1299262	1/1/2023	1/1/2024	Limit	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RECEIVED
APR 0 3 2023
FACILITIES MGT

CERTIFICATE HOLDER

ISD 709 Duluth Public Schools
4316 Rice Lake Road, Suite 108
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Waste Management
Attn: Shante Diggles
3101 West Superior Street
Duluth, MN 55806

RE: BID #1301 – District Wide Refuse Removal and Recycling Services – Second Year of Contract (First of Two Renewable Years)

Dear Ms. Diggles:

Attached please find a copy of the agreement between ISD #709 and Waste Management for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023:**

Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **January 1, 2024**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: F1079330-B6B0-4018-B3C2-767382B5EDF2

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Waste Management**
Contact:	Shante Diggles
Address:	3101 West Superior STreet, Duluth, Minnesota 55806
Phone:	612-453-1582
Correspondence Email Address:	shines2@wm.com
Emergency Contact & Phone Number:	Shante Diggles

Building	*container quantity*	*per wk/year*	*FY23 First Year*	**FY24 Second Year**	*FY25 Third Year*
Congdon Park	1/6 yd	3/40	*$42.81*	**$46.28**	
Denfeld HS	1/6 yd	2/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	2/12	*$42.81*	**$46.28**	
Denfeld HS	1/8 yd	3/40	*$57.10*	**$61.73**	
PS Stadium	1/6 yd	1/40	*$42.81*	**$46.28**	
District Service Center	1/6 yd	1/52		**$46.28**	
East HS	2/6 yd	3/40	*$42.81*	**$46.28**	
Stadium	1/6 yd	1/40	*$42.81*	**$46.28**	
Stadium	29/96 g	1/4	*$259.20*	**$280.20**	
Facilities (Print Shop)	1/6 yd	1/52	*$42.81*	**$46.28**	
Homecroft	2/6 yd	1/40	*$42.81*	**$46.28**	
Lakewood	2/6 yd	1/40	*$42.81*	**$46.28**	
Laura MacArthur	1/6 yd	2/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	2/12	*$42.81*	**$46.28**	
Lester Park	1/6 yd	2/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	2/12	*$42.81*	**$46.28**	
Lincoln Park MS	2/6 yd	2/40	*$42.81*	**$46.28**	
Lowell	1/6 yd	5/40	*$42.81*	**$46.28**	
Myers-Wilkins	1/6 yd	5/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	2/12	*$42.81*	**$46.28**	
Ordean East MS	1/6 yd	3/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	2/12	*$42.81*	**$46.28**	
Piedmont	1/6 yd	2/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	2/12	*$42.81*	**$46.28**	
Rockridge	1/6 yd	1/40	*$42.81*	**$46.28**	
Stowe	2/6 yd	1/40	*$42.81*	**$46.28**	
Summer Program	1/6 yd	1/12	*$42.81*	**$46.28**	
Transportation	1/4 yd	1/52	*$28.53*	**$30.84**	
		Total	*$94,136.16*	**$101,761.19**	

RECYCLING SERVICES

Cardboard per container	*$17.60*	**$19.03**	
Paper per container	*$3.33*	**$3.60**	
Confidential Recycling per bin	*$18.33*	**$19.82**	
Total	*$14,895.00*	**$16,101.49**	

(8.1% increase over FY23 Contract)

Estimated Annual Amount of Quote *$117,862.68*

Insurance Received _____ Budget Code 01 E LOC 805 000 330 000

Acceptance of 2023/2024 Contract
DocuSigned by: Shante Soto — signature — 3/15/2023 — date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services
DocuSigned by: Simone Zunich — signature — _____ — date

CERTIFICATE OF LIABILITY INSURANCE

1/1/2024 | DATE (MM/DD/YYYY) 12/07/2022

826

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LOCKTON COMPANIES
3657 BRIARPARK DRIVE, SUITE 700
HOUSTON TX 77042
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indemnity Insurance Co of North America	43575
INSURER B : ACE American Insurance Company	22667
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D : ACE Property & Casualty Insurance Co	20699
INSURER E :	
INSURER F :	

INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIAT RELATED & SUBSIDIARY COMPANIES INCLUDING:
WASTE MANAGEMENT
2501 W GRANDVIEW RD
PHOENIX AZ 85023

COVERAGES **CERTIFICATE NUMBER:** 13685294 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	HDO G72955924	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ XXXXXXX $ 5,000,000 $ 6,000,000 $ 6,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X MCS-90 SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	MMT H25575398	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	XEUG27929242 008	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C70311094 (AOS) WLR C70311057 (AZ,CA & MA) SCF C70311136 (WI)	01/01/2023 01/01/2023 01/01/2023	01/01/2024 01/01/2024 01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT $9,000,000 (EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

RECEIVED
JAN 17 2023
FACILITIES MGT

CERTIFICATE HOLDER

13685294
ISD 709
215 NORTH 1ST AVENUE EAST
DULUTH MN 55802

T15 P1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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January 25, 2023

Per Mar Security Services
Attn: David Corder & Ronda Meyer
4210 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Third Year of Contract (Second of Four Renewable Years)

Dear Mr. Corder & Ms. Meyer:

Attached please find a copy of the Agreement between ISD #709 and Per Mar Security Services for the above referenced project covering the period from July 1, 2023 through June 30, 2024. After review and if you concur, please sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**.

A Certificate of insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will be provided prior to the expiration of your current certificate on **March 1, 2023.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed by all parties via DocuSign, a copy of the Agreement will be emailed to you. If you have any questions, please call me at 218-336-8907.

Sincerely,

David Spooner, Manager of Facilities
DJS/krl

DocuSign Envelope ID: 1FDCD140-99AD-40D1-867D-73BC1CAA1781

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Third Year of Contract (Second of Four Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Per Mar Security Services**
Contact:	David Corder
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-481-6937 Fax: 218-722-1176
Correspondence Email Address	dcorder@permarsecurity.com
Emergency Contact & Phone Number	Mike Kloss 715-215-2918

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	$105.00	$110.36	$119.29		
OVERTIME Hourly Rate	$157.50	$165.53	$178.94		
HOLIDAY Hourly Rate	$157.50	$165.53	$178.94		

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

	MONTHLY MONITORING COST PER BUILDING	(15 months)	(12 months)	(12 months)	(12 months)	(12 months)
1	Congdon Park Elementary School	$200.00	$210.20	$227.23		
2	Denfeld High School	$200.00	$210.20	$227.23		
3	East High School	$200.00	$210.20	$227.23		
4	Laura MacArthur Elementary School	$200.00	$210.20	$227.23		
5	Lester Park Elementary School	$207.00	$217.56	$235.18		
6	Lincoln Park Middle School	$207.00	$217.56	$235.18		
7	Myers-Wilkins Elementary School	$207.00	$217.56	$235.18		
8	Ordean East Middle School	$207.00	$217.56	$235.18		
9	Piedmont Elementary School	$207.00	$217.56	$235.18		
10	Rockridge Academy	$196.39	$206.41	$223.12		
~~11~~	~~Central High School (closed)~~	~~$259.12~~	~~$272.34~~	building demolished		
12	Garfield Avenue Building (Utility)	$188.57	$198.19	$214.24		
~~13~~	~~Historic old Central High School~~	~~$107.98~~	building sold			
14	Homecroft Elementary School	$200.00	$210.20	$227.23		
15	Lakewood Elementary School	$193.00	$202.84	$219.27		
16	Lowell Elementary School	$193.00	$202.84	$219.27		
17	STC Main Campus (closed)	$107.68	$113.17	$122.34		
18	Facilities Management ~~STC Upper Campus~~	$92.07	$96.77	$104.60		
19	Stowe Elementary School	$193.00	$202.84	$219.27		
20	Transportation Center	$179.54	$188.70	$203.98		
	New Transportation Building at DSC					
	New District Service Center Admin Building					
	Total Monthly Amount	$3,745.25	$3,822.88	$4,132.53		

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Total Annual Amount of Quote $49,590.35

Insurance Received _____

Budget Code 01 E LOC 805 000 370 000

Acceptance of 2023/2024 Contract

DocuSigned by: Katerina A. Lobberger signature 2-3-2023 date

ISD 709, Simone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich signature _____ date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. 828 John Nolen Drive Madison WI 53713	**CONTACT NAME:** Angie Puls **PHONE (A/C, No, Ext):** (608)288-2723 **FAX (A/C, No):** **E-MAIL ADDRESS:** angie.puls@m3ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LM Insurance Corporation	33600
INSURER B : Travelers Property Casualty of	25674
INSURER C : The Travelers Indemnity Co. of	25682
INSURER D : Travelers Casualty and Surety	
INSURER E : Lexington Insurance Company	19437
INSURER F : QBE Specialty Insurance Compan	11515

INSURED PERMARS-01
Per Mar Security and Research Corp, dba Per Mar Security
Floyd Lock & Safe; Midwest Alarm Services, Inc.
1910 E Kimberly Rd
PO Box 4227
Davenport IA 52807

COVERAGES **CERTIFICATE NUMBER:** 1265282981 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
E	X COMMERCIAL GENERAL LIABILITY			029316098	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X PROF-$1,000,000						MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY			AS5Z91474086012	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
F	X UMBRELLA LIAB X OCCUR			140000970	3/1/2023	3/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB1T5993992351R	3/1/2023	3/1/2024	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Work Comp (AOS)			UB1T6000412351K	3/1/2023	3/1/2024	Limits	1M/1M/1M
D	Cyber Liability			106617599	3/1/2023	3/1/2024	Limit	3,000,000
	Crime (Clients' Property Off)						Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional insured (blanket basis), on a primary & non-contributory basis, is included in the General Liability and Auto Liability policies shown above, if required by written contract. Waiver of Subrogation (blanket basis) with respects to the General Liability, Auto Liability and Workers Compensation applies if required by written contract. Excess Liability coverage is follow form and excess over the underlying General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

ISD #709 Central
215 N. 1st Ave E
Duluth MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Angie Puls

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

Mar 14, 2023

A+ Contractors
Attn: Jeremy Beier
6150 Old Miller Trunk Hwy
Duluth, MN 55779

RE: BID #1302 – Annual Snow Plowing Services –Central HS, Congdon Park ES, East HS, Lester Park ES, Myers-Wilkins ES and Piedmont ES – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Contractors for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **March 20, 2023**.

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy). Please email to kimberly.ledoux@isd709.org

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

DocuSign Envelope ID: CF995A8F-95AB-4D05-96DA-E5BC8F1C1A99

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**A Plus Contractors**
Contact:	Jeremy Beier
Address:	6150 Old Miller Trunk Highway, Saginaw, Minnesota 55779
Phone Number:	218-428-3050
Correspondence Email Address:	sales@aplusduluth.com
Emergency Contact & Phone Number:	Nick Chinello 218-390-4488

	SNOW FALL AMOUNT		
LOCATION	*1"-6"*	*6.01"-12"*	*above 12"*
Central, 800 East Central Entrance	**$518.88**	**$783.73**	**$1,064.79**
Congdon Park, 3116 East Superior Street	**$481.05**	**$718.87**	**$891.83**
East HS, 301 North 40th Avenue East	**$891.83**	**$1,229.10**	**$1,783.65**
Lester Park, 5300 Glenwood Avenue	**$567.53**	**$1,081.00**	**$1,621.50**
Myers-Wilkins, 1027 North 8th Avenue East	**$648.60**	**$1,026.95**	**$1,405.30**
Piedmont, 2827 Chambersburg Avenue	**$486.45**	**$729.68**	**$972.90**
TOTALS PER SNOW FALL	**$3,594.33**	**$5,569.31**	**$7,739.96**

Total Annual Amount (16/2/1): **$76,387.78**

(8.1% increase over FY23 contract)

Insurance Received _____

Budget Code 01 E LOC 810 000 305 000

Acceptance of 2023/2024 Contract

DocuSigned by: Jeremy Beier 350A8BDDCAE5431... signature — 3/14/2023 date

ISD 709, Simaone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 0B4602F146TA4BB... signature — _____ date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reliable Agency, Inc PO Box 620 Cloquet MN 55720	**CONTACT NAME:** Kristen Modean **PHONE (A/C, No, Ext):** 218-655-3375 **FAX (A/C, No):** 218-655-3375 **E-MAIL ADDRESS:** kristen@reliablemn.com
INSURED ALANDSC-01 A+ Landscaping, LLC 6150 Old Miller Trunk Hwy Duluth MN 55779	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Employers Mutual Casualty Co — 21415 **INSURER B :** Union Insurance Comp of Provid — 21423 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1582659629 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	5D86729	6/1/2022	6/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	5E86729	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			5J86729	6/1/2022	6/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5H86729	6/1/2022	6/1/2023	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is granted additional insured status in respect to the General Liability per attached endorsement. 30 Notice of Cancellation has been added for Certificate Holder.

CERTIFICATE HOLDER

Independent School District No. 709 Duluth Public Schools
215 North First Avenue East
Duluth MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristen Modean

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Blotti Contracting
Attn: John Blotti
9426 Grand Ave
Duluth, MN 55808

RE: BID #1302 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation – Second Year of Contract (First of Two Renewable Years)

Dear Mr. Blotti:

Attached please find a copy of the agreement between ISD #709 and Blotti Contracting for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**.

Provide the following by **February 15, 2023** (please email to laura.smithtremble@isd709.org):

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: AD33096A-8C50-460A-A28C-FE2A11349170

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Blotti Contracting**
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone Number:	218-727-7686
Correspondence Email Address:	blotticontracting@gmail.com
Emergency Contact & Phone Number:	218-428-4208

LOCATION	*SNOW FALL AMOUNT* 1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West	**$540.50**	**$864.80**	**$1,212.00**
Laura MacArthur, 720 North Central Avenue	**$323.22**	**$540.50**	**$757.50**
Lincoln Park MS, 3215 West 3rd Street	**$524.29**	**$810.75**	**$1,111.00**
Stowe, 715 - 101st Avenue West	**$324.30**	**$616.17**	**$808.00**
Transportation, 3200 West Superior Street	**$270.25**	**$345.92**	**$454.50**
TOTALS PER SNOW FALL	**$1,982.55**	**$3,178.14**	**$4,343.00**

Total Annual Amount (16/2/1): **$42,420.14**

(8.1% increase over FY23 contract)

Insurance Received _____

Budget Code 01 E LOC 810 000 305 000

Acceptance of 2023/2024 Contract

DocuSigned by: John Blotti 09A7423639394D0...
signature _____ date _____

ISD 709, Simone Zunich
CFO/Executive Director of Business Services

DocuSigned by: Simone Zunich 9B4602E14B1A4BB...
signature _____ date _____

BLOTCON-01 MBOETTCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Holden Duluth Agency, Inc. 5713 Grand Ave Duluth, MN 55807	PHONE (A/C, No, Ext): (218) 628-3618	FAX (A/C, No): (218) 628-1364
	E-MAIL ADDRESS: holden@holdeninsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Secura Insurance	22543
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Blotti Contracting
John Blotti
9426 Grand Avenue
Duluth, MN 55808

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			20-TC-005012600-0	11/9/2022	11/9/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS			20-A-005012600-0	11/9/2022	11/9/2023	BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR							
	EXCESS LIAB [ ] CLAIMS-MADE			20-CU-005012600-0	11/9/2022	11/9/2023	EACH OCCURRENCE	$ 1,000,000
	DED [X] RETENTION $ 10,000						AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Inland Marine			20-TC-005012600-0	11/9/2022	11/9/2023		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RECEIVED
JAN 30 2023
FACILITIES MGT

CERTIFICATE HOLDER

Minnesota Dept of Labor & Industry
Codes & Licensing Division
443 Lafayette Road North
Saint Paul, MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Cynthia A. Sund

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Viele Contracting Inc.
Attn: Desi Govze
5064 Reid Rd
Duluth, MN 55803

RE: BID #1302 – Annual Snow Plowing Services - Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS and Rockridge Academy – Second Year of Contract (First of Two Renewable Years)

Dear Ms. Govze:

Attached please find a copy of the agreement between ISD #709 and Viele Contracting Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **February 15, 2023**:

- **Certificate of Insurance** (ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy). Please email to kimberly.ledoux@isd709.org by **February 15, 2023**.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: 780434E1-549A-4954-9B1D-66243D5B14D1

CONTRACT

SNOW PLOWING SERVICES

BID #1302

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Viele Contracting, Inc.**
Contact:	Desi Govze
Address:	5064 Reid Road, Duluth, Minnesota 55803
Phone Number:	218-728-2334 fax: 218-730-9917
Correspondence Email Address:	viele@viele.us
Emergency Contact & Phone Number:	Nick Viele 218-348-7964 Zack Viele 218-428-5679

LOCATION	*SNOW FALL AMOUNT* 1"-6"	6.01"-12"	above 12"
Homecroft, 4784 Howard Gnesen Road	**$470.24**	**$578.34**	**$864.80**
Lakewood, 5207 North Tischer Road	**$442.13**	**$648.60**	**$1,026.95**
Lowell, 2000 Rice Lake Road	**$497.26**	**$918.85**	**$1,081.00**
Ordean East MS, 2900 East 4th Street	**$540.50**	**$789.13**	**$1,081.00**
Rockridge, 4849 Ivanhoe Street	**$216.20**	**$291.87**	**$432.40**
TOTALS PER SNOW FALL	**$2,166.32**	**$3,226.79**	**$4,486.15**

Total Annual Amount (16/2/1): **$45,600.90**

(8.1% increase over FY23 contract)

DS kl

Insurance Received _____

Budget Code 01 E LOC 810 000 305 000

Acceptance of 2023/2024 Contract

DocuSigned by: Desi Govze
D5B22D9A5097408...
signature _____ date _____

DocuSigned by: Simone Zunich
9B4602E1461A4BB...
ISD 709, Simaone Zunich
CFO/Executive Director of Business Services
signature _____ date _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2022

928

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4864 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED RESERVE INSURANCE COMPANY	16024
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED	
VIELE CONTRACTING, INC. 5064 REID RD DULUTH, MN 55803-1118	418-086-5

COVERAGES **CERTIFICATE NUMBER: 22** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	N	N	1843028	10/19/2022	10/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	N	N	1843028	10/19/2022	10/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION	N	N	1843034	10/19/2022	10/19/2023	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	1843029	10/19/2022	10/19/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

418-086-S 22 0
ISD #709 DULUTH PUBLIC SCHOOL DISTRICT
215 N 1ST AVE E
DULUTH, MN 55802-2058

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G Kerr

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10/26/22 KL

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

January 25, 2023

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Boulevard
Duluth, MN 55811

RE: QUOTE #4363 District-Wide Security Annual Testing/Maintenance of Sprinkler Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Schlais:

Attached please find a copy of the agreement between ISD #709 and Summit Fire Protection for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **February 15, 2023**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 1, 2023.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2024)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

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

Sincerely,

David J. Spooner
Manager of Facilities
DJS/krl

DocuSign Envelope ID: F8F628C4-3FE8-4FAB-897C-CEA157859D21

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4363

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2023 through June 30, 2024 (FY24)
Independent School District No. 709

Contractor:	**Summit Fire Protection**
Contact:	Kenneth Schlais
Address:	4619 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-740-4412 fax 218-740-4413
Correspondence Email Address	kschlais@summitfire.com
Emergency Contact & Phone Number	Jeff Keppers 218-522-0478

HOURLY RATE	*FY22 First Year*	*FY23 Second Year*	**FY24 Third Year**
REGULAR Hourly Rate	*$85.00*	*$89.34*	**$96.57**
OVERTIME Hourly Rate	*$115.00*	*$120.87*	**$130.66**
HOLIDAY Hourly Rate	*$140.00*	*$147.14*	**$159.06**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

** as per Summit letter dated 12-10-21*

	ANNUAL SERVICE COST PER BUILDING			**Includes City fees and additional systems found ***
~~1~~	~~Central High School *(closed)*~~	*$525.00*	*$664.23*	*building demo*
~~1A~~	~~Hydrant *(6 hydrants)*~~	*$185.00*	*$254.34*	*renovations*
2	Congdon Park Elementary School	*$345.00*	*$532.86*	**$576.02**
3	Denfeld High School	*$570.00*	*$2,251.24*	**$2,433.59**
4	East High School	*$535.00*	*$695.76*	**$752.12**
4A	Hydrant *(3 hydrants)*	*$95.00*	*$207.05*	**$223.82**
~~5~~	~~Historic Old Central High School~~	*$975.00*	*building*	
~~5A~~	~~Fire Pump Testing~~	*$400.00*	*sold*	
6	Homecroft Elementary School	*$185.00*	*$401.48*	**$434.00**
7	Lakewood Elementary School	*$185.00*	*$219.66*	**$237.45**
7A	Fire Pump Testing	*$400.00*	*$420.40*	**$454.45**
8	Laura MacArthur Elementary School	*$345.00*	*$375.21*	**$405.60**
9	Lester Park Elementary School	*$535.00*	*$674.74*	**$729.40**
10	Lincoln Park Middle School	*$620.00*	*$776.69*	**$839.60**
10A	Fire Pump Testing	*$400.00*	*$420.40*	**$454.45**
10B	Hydrant	*$185.00*	*$194.44*	**$210.18**
11	Lowell Elementary School	*$185.00*	*$401.48*	**$434.00**
11A	Hydrant	*$95.00*	*$99.85*	**$107.93**
12	Myers-Wilkins Elementary School	*$390.00*	*$1,044.69*	**$1,129.31**
13	Ordean East Middle School	*$475.00*	*$1,207.60*	**$1,305.41**
14	Piedmont Elementary School	*$475.00*	*$729.39*	**$788.47**
15	Rockridge Academy	*$185.00*	*$207.05*	**$223.82**
15A	Hydrant	*$95.00*	*$99.85*	**$107.93**
16	STC Main Campus *(closed)*	*$290.00*	*$317.40*	**$343.11**
17	STC Upper - Facilities Offices	*$185.00*	*renovations*	
18	Stowe Elementary School	*$185.00*	*$424.60*	**$459.00**
18A	Hydrant *(1 hydrant)*	*$150.00*	*$99.85*	**$107.93**
	Total Annual Amount of Quote	*$9,195.00*	*$12,720.25*	**$13,750.59**

(5.1% increase over FY22 contract and 8.1% increase over FY23 contract)

Insurance Received _____ Budget Code 05 E 005 865 363 305 000

Acceptance of 2023/2024 Contract — DocuSigned by: Kenneth C Schlais — signature — date

ISD 709, Simone Zunich — DocuSigned by: Simone Zunich — signature — date 1/31/2023

CFO/Executive Director of Business Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/2022

431

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	1-612-333-3323	CONTACT NAME:	Melody Kronbach or Dawn Heinemann	
Brown & Brown Inc.		PHONE (A/C, No, Ext):	612-333-3323	FAX (A/C, No):
80 South 8th Street Suite 700 Minneapolis, MN 55402		E-MAIL ADDRESS:	SFPHolding@bbrown.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	GREENWICH INS CO	22322
INSURED SFP Holding, Inc. Summit Fire Protection Company 575 Minnehaha Ave. W. St. Paul, MN 55103		INSURER B:	STARR IND & LIAB CO	38318
		INSURER C:	EVANSTON INS CO	35378
		INSURER D:	XL SPECIALTY INS CO	37885
		INSURER E:	THE BUILDERS GROUP	
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 65240713 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X SIR: $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	CGE7429007	05/01/22	05/01/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	CAH7429008	05/01/22	05/01/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	X	X	1000585091221	05/01/22	05/01/23	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X X X	3FA5352 (E.L.-MN) CWG7429006 (AOS) 130001518 (WC-MN)	05/01/22 05/01/22 05/01/22	05/01/23 05/01/23 05/01/23	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: ALL Projects/Work Performed by the Named Insured.
General liability, Automobile liability and Excess liability policies include Additional Insured and Primary and Non-contributory coverage when there is a written contract in place that requires this coverage. General liability, Automobile liability and Excess liability and Workers Compensation policies include Waiver of Subrogation coverage when there is a written contract in place that requires this coverage. All coverages apply where applicable by law and subject to the policy(s) terms, conditions and exclusions.

CERTIFICATE HOLDER

01-0500

ISD #709

215 N 1st Ave E

Duluth, MN 55802 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

March 23, 2023

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: Quote #4382 Flooring Installation Labor

Dear Mr. Severin:

Attached please find a copy of the Agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023.**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

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

- Please note the change of address for ISD 709:
  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

DocuSign Envelope ID: F2686F1F-9A83-49BC-8B30-13A9C261F2CC

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson's Carpet One an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **QUOTE #4382 Flooring Installation Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $8,495.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4382 response;
3. Quote #4382;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

DocuSign Envelope ID: F2686F1F-9A83-49BC-8B30-13A9C261F2CC

expenses in performing said obligations at an annual rate of approximately $8,495.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

DocuSign Envelope ID: F2686F1F-9A83-49BC-8B30-13A9C261F2CC

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 Johnson's Carpet One, 5611 Grand Avenue, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

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

ISD 709 Employee	Position
Simone Zunich	CFO/Executive Director of Business Services

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

ISD 709 Employee	Position
Theresa Severance	Executive Director of Human Resources and Operations

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

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

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

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

DocuSign Envelope ID: F2686F1F-9A83-49BC-8B30-13A9C261F2CC

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:
David Fulda
EAA371BCEA2C4F5...

41-090851

3/23/2023

Johnson's Carpet One Signature | SSN/Tax ID Number | Date

DocuSigned by:
Theresa Severance
71EC91249687423...

3/23/2023

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/379	350	000

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

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

DocuSigned by:
Simone Zunich
9B4602F1461A4BB...

4/12/2023

CFO / Superintendent of Schools / Board Chair | Date

JOHNCAR-02 JLIETHA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/9/2022

409

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Holden Insurance Agency, Inc. 823 Belknap St., Suite 121 PO Box 459 Superior, WI 54880	PHONE (A/C, No, Ext): (715) 394-7741	FAX (A/C, No): (715) 394-7502
	E-MAIL ADDRESS: holden@holdeninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Integrity Mutual Insurance Co.	14303
INSURED Johnson Carpet One Johnsons Carpet, Tile and Lino 5611 Grand Ave Duluth, MN 55807	INSURER B : Westchester Surplus Lines	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CPP2633275	5/15/2022	5/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CA2626855	5/15/2022	5/15/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP2626857	5/15/2022	5/15/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCP2626856	5/15/2022	5/15/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Pollution Liability			G71657772 001	2/21/2022	2/21/2023	Aggregate Limit	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: District Wide Flooring Installation Certificate holder is named as additional insured in regards to the general liability as required by contract.

RECEIVED MAY 16 2022

CERTIFICATE HOLDER

Duluth Public School ISD #709
215 North 1st Ave E
Duluth, MN 55802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Steve Simmes

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Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | Operations: 218-336-8905
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

March 23, 2023

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16661
Duluth, MN 55816

RE: Bid #1315 Painting Labor

Dear Mr. Impola:

Attached please find a copy of the Agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023.**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

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

- Please note the change of address for ISD 709:
  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2024)

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

Sincerely,

Kimberly LeDoux
Facilities Business Manager

DocuSign Envelope ID: 308980F7-90DC-4B96-A8F1-815FEEE29396

AGREEMENT

THIS AGREEMENT made and entered into this 24th day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Regional Contracting & Painting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Perform all work as specified in **BID #1315 Painting Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $36,006.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Bid #1315 response;
3. Quote #1315;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately $36,006.00 based upon service rates as defined in Contractor's bid. 402

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 and all required backup documentation 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, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

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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 Regional Contracting & Painting PO Box 16661, Duluth, MN 55816.

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

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

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

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

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

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

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

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

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Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

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ISD 709 Employee	Position
Simone Zunich	CFO/Executive Director of Business Services

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

ISD 709 Employee	Position
Theresa Severance	Executive Director of Human Resources and Operations

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

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THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

DocuSign Envelope ID: 308980F7-90DC-4B96-A8F1-815FEEE29396

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:
Rick Impola
516E319F72CA49D...

26351117

5/1/2023

Regional Contracting & Painting Signature | SSN/Tax ID Number | Date

DocuSigned by:
Theresa Severance
71EC91249687423...

3/23/2023

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01/05	E	Location	810/865	000/379/384	350	000

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

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

DocuSigned by:
Simone Zanicki
9B4602F1461A4BB...

4/12/2023

CFO / Superintendent of Schools / Board Chair | Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/28/2022

443

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Joann Therrien	
North Risk Partners 204 1st St. SE Wadena MN 56482	PHONE (A/C, No, Ext): (218) 631-3690	FAX (A/C, No): (855) 927-6655
	E-MAIL ADDRESS: joann.therrien@northriskpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Secura Insurance Co	22543
INSURED Regional Contracting and Painting, LLC PO Box 16661 Duluth MN 55816	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			TC3368066	06/24/2022	06/24/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TC3368066	06/24/2022	06/24/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CU3368068	06/24/2022	06/24/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC3368067	06/24/2022	06/24/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

ISD #709
215 N 1st Ave E
Duluth MN 58002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2023 and shall remain in effect until June 30, 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.** See attached DCSC ESSER Funding Proposal.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $33,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School Collaborative, Attn: Kelsey Gantzer, 32 E 1st St, Ste 202, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	203	161	304	205
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 4/26/23

Duluth Community School Collaborative

Duluth Community School Collaborative Proposal for ISD 709 ESSER Funds

February 13, 2023

DCSC Overview

The Duluth Community School Collaborative (DCSC) works with children and youth holistically in the context of their family, their school, and their community. Our mission is to foster community partnerships promoting wellness and school success for youth and families, creating a community of life-long learners that embraces diversity.

Originally created to address inequities within the Hillside neighborhood schools, the Duluth Community School Collaborative was the first in the state of Minnesota to adopt a Full-Service Community School (FSCS) model. This model is considered a leading place-based equity strategy in the education reform movement. The Duluth Community School Collaborative (DCSC) was founded in 1999 at Grant Elementary School and incorporated in 2001 as a 501(c)(3). Neighbors and educators in the community founded the organization (formerly known as Myers-Wilkins Community School Collaborative) in one of the more impoverished areas of the city through a grassroots campaign of advocacy and resource development. Because of its success in achieving desired outcomes; and, due to alignment with District-wide goals, two additional schools joined the Collaborative in 2015—Lincoln Park Middle School and Denfeld High School.

Poverty's impact on children often leads to academic under-performance, and limited access to the educational, social, and cultural enrichment opportunities that keep youth intellectually and creatively engaged. The Duluth Community School Collaborative builds intentional partnerships with community organizations and individuals in order to support academic success and well-being of the whole child. Knowing that poverty's negative impact on children, their families, and neighborhoods is profound and multifaceted, we seek to improve access to services and supports that contribute to student achievement by providing FSCS benefits within Myers-Wilkins, Lincoln Park and Denfeld Schools. The Full-Service Community School Model is based on four pillars: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices. The impact of these services extends far beyond the walls of the school, benefiting neighborhoods, partner organizations, businesses and the City of Duluth.

Proposed Services

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

- **DASH Program** - Denfeld After School Happenings (DASH) is a free program held four times a week after school during the school year and for six weeks during the summer. The need for DASH is evident: recent Minnesota Department of Education data shows a sharp decline in Denfeld's four-year graduate rates, from 79.67% in 2020 to 69.79% in 2021—22 percentage points lower than graduation rates at neighboring East High School. Duluth's Assistant Superintendent Bonds identified the socioeconomic divide between the two schools, which was magnified by the pandemic, as the driving force of the disparity. By giving students added support, DASH aims to help all students overcome barriers to graduating on time. Tutors from local colleges and community organizations are here to help all students with academic work throughout the school year. In addition to tutoring, a variety of partners from local community organizations connect with students and expand access to additional free supports that can be provided in or out of the school building such as jobs, housing, food, healthcare, therapy, and more. Students are also able to access a free "super snack" or light meal after school. In 2022, DCSC also began operating a food pantry in our Community Schools Room.

  ESSER funding will help us expand the opportunities available to students at DASH. Currently, our Community School Coordinator is supporting both school-wide systems change and leadership team work, while running out of school time (OST) programs. By hiring a Youth Development Coordinator to lead our OST efforts, we will be able to support new community partnerships and bring in diverse speakers that are representative of our student population, culturally relevant activities, and varied experiences to explore post-high school career pathways. Youth will be able to experience leadership opportunities and envision a full-spectrum of career and educational opportunities available to them after graduating. We will also celebrate and highlight diverse voices within the Denfeld school community, greater Duluth, and throughout Minnesota. The importance of youth to engage with positive adult role models of color is well documented. While 7.7% of Denfeld's students identify as Black or African American and 13.7% identify as two or more races, less than five of Denfeld's educators and staff identify as Black.

  DASH has served over 150 unique students this school year and serves approximately 60 students each week.

- **Volunteer and Partnership Coordinator** - Duluth Community School Collaborative was awarded funding from AmeriCorps' Volunteer Generation Fund (VGF). With support from VGF, DCSC is in the process of hiring a volunteer coordinator to support volunteer recruitment for in-school and afterschool activities at our three community school sites: Myers-Wilkins Elementary, Lincoln Park Middle School, and Denfeld High School. A Volunteer Coordinator will enable DCSC to create a diverse volunteer base, while providing adequate training and support for volunteers to safely and meaningfully engage with youth.

Proposed Budget

Service	Total Budget	ESSER Request
150+ Denfeld students have access to DASH (Denfeld After School Happenings) after school program. 6-week DASH summer program held in support of learning recovery goals.	**$240,367/yr** ($360,550 for 1.5 yr timeframe) for Denfeld Community School Site Budget – FT Full-Service Community School Coordinator, FT Youth Development Coordinator, Youth and Community Stipends, Program Supplies, Transportation, etc	$46,000
Volunteer Coordination to support diverse and well-trained volunteers for tutoring, out of school time program support, and school day support at 3 community schools.	**$60,000/yr** ($80,000 for 1.5 yr timeframe) for Full-Time Volunteer Coordinator, Volunteer Database, Promotional Materials/Tabling Fees, etc	$20,000
	Total ESSER Request	**$66,000**

Contact

Duluth Community School Collaborative
Kelsey Gantzer, Executive Director, kelsey@duluthcsc.org, 218-212-5952

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** See attached DCSC ESSER Funding Proposal.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $33,000 in total.

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

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   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: Assistant Superintendent Anthony Bonds, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School Collaborative, Attn: Kelsey Gantzer, 32 E 1st St, Ste 202, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
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	203	161	304	205
XX	X	XXX	XXX	XXX	XXX	XXX

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 4/26/23

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jebeh Cultural Consulting LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until May 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Jebeh Cultural Consulting, will collaborate with Duluth Public Schools Staff Development Team to develop Professional Development for staff within the Duluth Public Schools on the topics related to: Rethinking Diversity and Inclusion Practices in the workplace and Diverse Families and Our Impact as Educators. The Professional Development will be tailored to specifically impact Duluth Public Schools educators that work with our children in and out of the classroom.

Professional Development includes:
August 29, 2023 - Keynote Speaker for all Staff Development Day (location to be determined)
Topic - How to be a Cultural Competent Classroom Leader
December 4, 2023 - Speaker and Presenter for All Staff Development Day for Certified and Non Certified Staff. This will include a large group presentation and two breakout sessions with continued Professional Development on *How to be a Cultural Competent Classroom leader.*
Mini Sessions - Two mini sessions, one prior to December 4, 2023, one prior to May 30, 2024. The mini sessions will offer a venue where smaller groups will receive follow through Professional Development on the topics of Rethinking Diversity and Inclusion Practices in the workplace and Diverse Families and Our Impact as Educators. (The dates are to be determined by the Staff Development Team prior to September 20, 2023.)
This contract includes meetings with the Staff Development team, evaluation results from the Staff Development team, mileage, preparation materials and work, hourly rate, and literature which are subject to negotiation.

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 $10,000 in total. Jebeh Cultural Consulting will bill Duluth Public Schools in two installments one prior to December 1, 2023 and the second by May 20, 2024, each for a total of $5,000.

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: Heather Harvick , 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 717 Valley Drive, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

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.

Helen Ess 86-1631497 2-9-23

Contractor Signature SSN/Tax ID Number 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); 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).

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

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Program Director		Date

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01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Anthony Bu

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

2/7/23

Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 18th day of April, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Chi Maiingan

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Chi Maiingan (the "Parties") entered into the contract (the "Contract") dated 11/9/22 & 1/24/23, for the purpose of Completion of Ojibwe Bandolier bags.
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 $900.00. This amendment would increase the not to exceed amount to $975.00.

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. Heading 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.

Chi Mainguem [redacted] 4-19-23

Contractor Signature SSN or EIN Date

Nathan Smith 4-20-23

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.

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01	E	540	203	313	305	314
XX	X	XXX	XXX	XXX	XXX	XXX

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[signature] 4/26/23

CFO/Superintendent of Schools/Board Chair Date

AGREEMENT

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The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2022 and shall remain in effect until 6/30/2023, 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.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $15,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School

Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	41-2002724 SSN/Tax ID Number	4/18/2023 Date
Program Director		4-18-23 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools / Board Chair	4/18/23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this __28_ day of _March_____ , 20_23_ , by and between Independent School District #709, a public corporation, hereinafter called District, and __Troy Howes_____, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___3/28/23_____ and shall remain in effect until ____6/30/23_____ , 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.** *Graduation Honor Song performed at graduation ceremonies*

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 $__75____ per performance and $ ___300___ 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:_American Indian Education_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) __3920 Tower Ave Apt #A-103 Superior WI 54880_____ .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Tracy Bowen [redacted] 03-28-23
Contractor Signature SSN/Tax ID Number Date

[signature] 4-10-23
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[signature] 4/18/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

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Independent Producer Agreement

BY AND BETWEEN

STORY NORTH PRODUCTIONS, INC.

AND

DULUTH PUBLIC SCHOOLS

THIS AGREEMENT, by and between Story North Productions, Inc., 394 South Lake Avenue Suite 700, Duluth, MN 55802 ("Producer"), and Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811 ("Client"), collectively referred to herein as "the Parties," is made effective as of the date of all Parties' signatures and execution as provided below.

WHEREAS, Producer is a creative video production company specializing in story-driven content for companies and individuals; and

WHEREAS, Client desires to retain Producer to provide video productions servies in accordance with the terms and conditions set forth below;

NOW THEREFORE, based on the consideration, mutual covenants and conditions contained herein (the receipt, adequacy and sufficiency of which being mutually acknowledged and agreed upon by each party), and subject to all terms and conditions set forth herein, the parties now covenant and agree as follows:

1. Term

1.1 The term of this Agreement shall commence on April 5, 2023, and shall continue until June 30, 2023, unless terminated earlier in accordance with Section 10 (the "Term").

2. Services

2.1 Producer shall provide Services to Client and its duly authorized representatives, personally or through Producer's own employees or subcontractors, as set forth in **Schedule A** attached hereto (the "Services")

2.2 Producer shall determine the manner or means by which it performs the Services for the Client, including, without limitation, optimal time and place for performance of Services, except as agreed to between the parties or set forth in **Schedule A.**

2.3 Except as otherwise specified in **Schedule A**, Producer shall furnish, at its own expense, the equipment, supplies, tools or other materials used to perform the Services.

2.4 Client shall provide Producer with access to its premises and equipment to the extent necessary for Producer's performance of the Services. Producer shall comply with all

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applicable Client policies and procedures relating to Client's business, including those related to occupational health and safety and use of Client's facilities, supplies, information technology, equipment, networks or other resources.

2.5 Producer shall make itself available for consultation with Client at such times and places as mutually agreed upon between the parties. Upon request, Producer agrees to prepare and submit to Client periodic reports regarding performance of the Services.

3. Independent Contractor Relationship

3.1 Producer is and shall remain at all times an independent contractor and not an employee or dependent contractor of Client. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency, fiduciary or employment relationship between Producer and Client, for any purpose, and neither party has the authority to contract for or bind the other party in any manner whatsoever.

3.2 Producer shall provide the Services to Client on a non-exclusive basis, and shall be free to provide its services to third parties during the Term of this Agreement provided that Producer shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.

3.3 Without limiting Section 3.1, Producer and Producer's employees shall not be eligible to participate in any benefit or compensation plans offered by Client to its own employees, including, without limitation, any payments under any public or private employment standards regulations or agreements.

3.4 Client shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or state taxes, including state or federal health care or pension contributions or worker's compensation, for Producer or Producer's employees. Producer is responsible for any and all of these withholding or remittance obligations, and shall indemnify Client from and against any order, penalty, interest, taxes or contributions that may be assessed against Client due to the failure or delay of Producer in making any such withholdings or remittances on behalf of Producer's employees, or to file such other information as may be required by law.

4. Payment Terms; Expenses

4.1 Client agrees to pay Producer a total not to exceed $24,000 in consideration for provision of the Services set forth herein and the attached **Schedule A.**

4.2 At the time of execution of this Agreement, Client shall pay Producer a non-refundable deposit equal to 50% of the total consideration to be paid for Producer's Services. The deposit will be subtracted from the final total amount due and owing to Producer upon completion of Services.

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4.3 Client shall reimburse Producer for reasonable expenses incurred in the provision of Services under this Agreement, as may be modified or set out with greater detail in the attached **Schedule A**, or as the parties may otherwise agree in writing.

4.4 Producer shall issue invoice Client upon completion of agreed-upon project milestones or completion of Services under this Agreement, in accordance with the payment plan set forth in **Schedule A.**

4.5 Client shall pay invoices within ten (10) days of receipt, except as otherwise modified or agreed upon in writing by the parties. At the discretion of Producer, failure to remit timely payment of invoices may result in suspension or termination of the project.

5. Intellectual Property

5.1 Producer, as original creator, retains all copyrights or other intellectual property rights associated with the project files, raw video or other content created as part of Producer's Services rendered under this Agreement (collectively, the "Project Files"), including any of Producer's pre-existing, copyrighted material used in the project. Producer retains all ownership, license, title and right to use excerpts or portions of Project Files for its own advertising, promotional or commercial requirements, subject to the Confidentiality provisions set forth in Section 6 herein.

5.2 Upon full payment of all final amounts due and owing under this Agreement, Producer shall grant Client an exclusive license to the final product or products, as delivered, that are the subject of this Agreement, further described in **Schedule A** as the final "Deliverable[s]," including all copyrights or other intellectual property associated therewith.

5.3 Upon request, Client may purchase, for additional fee to be negotiated between the parties, all license, right, title, interest in, and possession of, all Project Files created, stored and retained by Producer as part of its performance of the Services under this Agreement, in which event, Producer will further assign to Client all license, right, title and interest throughout the world in and to all Project Files, including all copyrights or other intellectual property associated therewith.

6. Confidential Information

6.1 Producer acknowledges that in the course of providing the Services, Producer may create or have access to information that is treated as confidential and proprietary by Client, including, without limitation, information pertaining to any Deliverables, and in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, "Confidential Information").

6.2 Producer shall treat all Confidential Information as strictly confidential and only use Confidential Information for purposes of providing Services. Producer shall not, without prior written authorization of Client, either during the Term or after termination

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of this Agreement, use or disclose any Confidential Information for the benefit or purposes of Producer or any other person, company or organization.

6.3 Confidential Information shall not include information that is or subsequently becomes generally available to the public.

7. Representations & Warranties

7.1 Producer represents and warrants that it:

(a) has the required skill, experience and qualifications to perform the Services; and

(b) shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and in compliance with all applicable federal, state, and local laws and regulations.

7.2 Client represents and warrants that:

(a) Client has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

(b) the execution of this Agreement by its representatives, whose signature or signatures are set forth below, has been duly authorized by all necessary individual, corporate, nonprofit or governmental action.

8. Mutual Indemnification

8.1 Each Party agrees to indemnify and hold harmless the other, including the other Party's officers, agents, employees or assigns, from any and all claims, causes of action, losses or damages that the indemnified Party may incur as a result of the negligence, errors, omissions, willful or intentional acts of the indemnifying Party arising out of the performance of the indemnifying Party's duties, obligations or Services set forth in this Agreement.

9. Insurance

9.1 During the Term, Producer shall have and maintain in force commercial general liability ("CGL") insurance with policy limits appropriate to protect and indemnify Client from foreseeable losses arising from the Producer or Producer employees' conduct, acts, or omissions, which policy will include contractual liability coverage insuring the activities of Producer under this Agreement. Producer does not guarantee that its CGL policy will be adequate to protect Client from all losses that may arise in every foreseeable instance. Upon written request, Producer shall forward to Client a certificate verifying such insurance. Producer shall not do anything to invalidate such insurance and shall notify Client immediately in writing of notice of termination of such insurance.

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10. Termination

10.1 During the Term, either Party may terminate this Agreement, with or without cause, upon ten (10) days' written advance notice to the other Party.

10.2 In the event of termination by Client pursuant to this clause, Client shall pay the Contractor for any Services completed up to and including the effective date of such termination.

11. Alternative Dispute Resolution

11.1 If a dispute arises from or relates to this Agreement or alleged breach thereof, and if the dispute cannot be settled through direct, good-faith communication, negotiation and discussion between the Parties, before resorting to arbitration, the Parties agree to first endeavor to settle the dispute by mediation administered by a mediator or mediation service of the Parties' choice.

11.2 If both negotiation and mediation prove unsuccessful, in whole or in part, the Parties agree that any unresolved controversy or claim arising out of or relating to this Agreement, or alleged breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and further that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11.3 Claims shall be heard by a single arbitrator, unless the claim amount exceeds $100,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Duluth, Minnesota, except as may be modified by agreement of both Parties. The arbitration shall be governed by the laws of the State of Minnesota. Each Party will, upon written request of the other, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed.

11.4 Time is of the essence for any arbitration under this agreement and arbitration hearings shall therefore take place within 90 days of filing, with awards rendered within 120 days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12. General Terms & Conditions

12.1 Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding on Producer and Client only upon reduction to writing and signature by all Parties.

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12.2 Producer agrees not to assign any rights under this Agreement without the prior and express written authorization of Client.

12.3 This Agreement, together with all attachments, addendums, schedules, paragraphs, terms, provisions, modifications, and amendments, is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12.4 Producer shall not be liable for any failure of, or delay in, performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, viral pandemic, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation.

12.5 In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the Parties to this Agreement.

12.6 It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same Parties who executed the original agreement or their successors in office.

12.7 The Parties acknowledge and agree that each of them has been advised to seek, had the opportunity to seek, or was otherwise not prevented from seeking independent legal counsel prior to execution and delivery of this Agreement and that, to the extent any Party did not avail itself of such counsel prior to executing the Agreement, said Party did so voluntarily without any pressure or influence by any other.

12.8 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

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IN WITNESS WHEREOF, the undersigned Parties hereby execute this Agreement, including associated Schedule A addendum, as follows

STORY NORTH PRODUCTIONS, INC.

DocuSigned by:
By: _____
6DD6E8156AD24D7...
Its: Vice President
Date: 4/12/2023

DULUTH PUBLIC SCHOOLS

DocuSigned by:
By: John Magas
2F105E3723EF451...
Its: Superintendent
Date: 4/12/2023

Budget Code: 01 E 005 030 160 303 012

DocuSign Envelope ID: 86A0AFDD-B44A-4156-8339-EB6B00CE4B70

SCHEDULE A

By and Between Story North Productions, Inc., and Duluth Public Schools

THIS ADDENDUM ("Schedule A"), by and between Story North Productions Inc., 394 South Lake Avenue Suite 700, Duluth, MN 55802 ("Producer"), and Duluth Public Schools, 4316 Rice Lake Road Suite 108, Duluth, MN 55811 ("Client"), collectively referred to herein as "the Parties," is attached to, and fully incorporated in, the Parties' related Independent Producer Agreement effective April 5, 2023.

1. Services

1.1 Provide video production services for multiple deliverables for Duluth Public Schools

2. Deliverables

2.1 1x 2-3 minute Strategic Plan overview film

2.2 1x 2-3 minute teacher + staff recruitment film, 3x short edits

3. Timeline

3.1 Strategic Plan film overview:
- 3.1.1 Creative brief review + approval – 4/10
- 3.1.2 On-location filming – 4/18 + 4/19
- 3.1.3 Deliverable available for review – 5/3
- 3.1.4 Final version approval – 5/12

3.2 Recruitment film
- 3.2.1 Creative brief review + approval- 5/3
- 3.2.2 On-location filming – 5/16 + 5/17 + 5/18
- 3.2.3 Deliverable(s) available for review – 6/14
- 3.2.4 Final version(s) approval – 6/23

4. Cost of Project

4.1 Total not to exceed $11,500 for Strategic Plan overview film

4.2 Total not to exceed $12,500 for recruitment film + short edits

5. Payment

5.1 50% deposit ($12,000) invoiced + due upon execution of contract agreement

5.2 Remaining balance ($12,000) invoiced upon approval of deliverables

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5.3 Any client revisions beyond intital 2 rounds per deliverable billed $150/hr.

Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2022 through June 30, 2023

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2022** through **June 30, 2023.**

ARCC will provide the following E-Rate Support:

- **Information Sharing**
  - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
  - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
  - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (To post services that a district is interested in receiving)**
  - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
  - Will notify the District of timelines for submission of Form 470.
  - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
  - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
  - Will provide data entry service on the form 470.
  - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
  - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
  - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
  - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
  - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
  - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
  - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
  - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
  - Will provide data entry service and will assist with electronic submission to USAC.
  - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.

- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
  - At request of the District, will assist in answering PIA questions.
  - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
  - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
  - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
  - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
  - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
  - Will notify District if the Form 498 has not been submitted to USAC/SLD
  - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
  - Will notify the District of the BEAR filing process and deadlines.
  - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
  - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
  - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
  - If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a $150 per hour fee basis.
- **Other**
  - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
  - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
  - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
  - Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a $150 per hour fee basis.
  - Will work with the District if an appeal is deemed necessary and possible; billable on a $150 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding $50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of $250.00 plus $.21 per pupil unit, based on the most recent completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of $150 per service hour will be billed. 480

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.

ISD709 - Duluth Public Schools
215 N First Ave E
Duluth, MN 55802

Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811

Addendum 1
Agreement between Duluth Public Schools ISD#709
And
Contractor

This agreement is between Residential Services, Inc., 2900 Piedmont Ave, Duluth, MN 55811, Contractor, and Duluth Public Schools, 4316 Rice Lake Rd. Suite 108, Duluth, MN 55811, a school district.

Services

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [redacted] The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin ***April 19, 2023*** and shall not extend beyond ***June 8, 2023,*** the contract not to exceed ***36 days*** and ***5 days per week, 3 hours per day***. The district agrees to reimburse Residential Services Inc. **$30.00 per hour** for a sum not to exceed ***$3,240.00*** for the time worked with [redacted] while participating in school activities.

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor*; and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

Scope of Service

Contractor shall provide the services described in attached addendum 1

Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

x District requires a current copy of assurances for providing Direct Support Professional (DSP) as outlined in MN Statute 245D

X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

XX Services to be provided in the student's remote learning setting.

Payment

The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of April 19, 2023 and shall remain in effect until June 8, 2023, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
      Bodily Injury by Accident 100,000 Each Accident
      Bodily Injury by Disease 100,000 Each Employee
      Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
      Combined Single Limit: $1,500,000
      Personal Injury Liability $1,500,000
      Products Completed Operations $1,500,000
      General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

Contractor will provide the District with proof of insurance of an Accord Certificate form. The name of the insured shall match the name on the Contract. The certificate holder shall be Duluth Public Schools, 4316 Rice Lake Road, Duluth, MN 55811. The certificate will provide the district with 30 days' notice of cancellation, non-renewal or material change in the coverage.

The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

Modification or Amendment

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

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.

Residential Services Inc.

Signed: _____

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: _____ Signed: _____

Title: Director Special Services Title: Exec Dir of Finance, Business Services

Date: 4/17/23 Date: 4/19/23

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Contract for Services
Agreement between Independent School District #709
and
Residential Services Inc.

This agreement is between Residential Services Inc., 2900 Piedmont Ave., Duluth, MN 55811, *Contractor,* and Duluth Public Schools ISD#709, 215 North 1st Ave East , Duluth MN 55802, a school district.

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Contractor shall hold appropriate licensure for provision of services. Describe licensure or qualifications of the agency staff if applicable:

Check all that apply below

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X Services are consultative with special education staff.

X Services are during times of Distance Learning only.

X Contractor shall provide a copy of Criminal Background Report and MCHP Screening for individuals providing services to students in the school system noted above. *(See Paragraph 3 under Compliance)*

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

Site of Service

___ Services to be provided at school site(s)

XX Services to be provided in the student's remote learning setting.

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The cost of services shall be as set forth in Addendum 1. Contractor shall submit an invoice to the District for services provided. Payment will be made within 35 days of receipt of detailed invoice. The invoice should be mailed to:

Duluth Public Schools
Attn: Jason Crane
4316 Rice Lake Rd. Suite 108
Duluth, MN 55811

Invoices are required to be sent within 60 days of services.

Term

This Agreement shall be deemed to be effective as of July 10, 2023 and shall remain in effect until August 18, 2023, unless terminated later as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. This contract does not automatically renew.

Cancellation Clause

Either party may terminate this agreement without cause by providing thirty (30) days written notice of such intent to this effect to the other party. District may cancel this agreement for cause by providing written notice to the Contractor.

Independent Contractor

For the purposes of this agreement, Contractor is an independent contractor. Nothing contained in this agreement is intended nor shall be construed in any manner to create or establish a relationship of legal co-partners, joint ventures or joint powers between the parties. No statement contained in this agreement shall be construed so as to find the Contractor, its employees, agents or representatives to be employees or agents of District. The District will make no deductions for federal Income Tax, FICA, or state income tax.

Hold Harmless

Contractor shall indemnify and hold District harmless for any and all damages, costs and expenses including attorney's fees which District, its officials, employees, or agents may sustain arising from any act or omission of Contractor in the execution, performance or failure to adequately perform the Contractor's obligations under this Agreement.

Privacy of Pupil Records

Pursuant to the District's Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, the Contractor shall be deemed to be a school official when performing the duties and responsibilities of the District. As such, the Contractor certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Contractor must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

Insurance

Contractor shall, during the life of the Contract, purchase and maintain insurance coverage with the minimum limits as follows:

1. Workers Compensation
   A. Statutory State Coverage
   B. Employee Liability Coverage with the following limits:
   Bodily Injury by Accident 100,000 Each Accident
   Bodily Injury by Disease 100,000 Each Employee
   Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

   A. Commercial Liability Policy—Occurrence (Form CG 00 01 98 or its equivalent)
   Combined Single Limit: $1,500,000
   Personal Injury Liability $1,500,000
   Products Completed Operations $1,500,000
   General Aggregate $1,500,000
   B. Duluth Public Schools shall be added to the policy as additional insured using ISO form CG 2026.

3. Automobile Liability Insurance including hired/ non-owned Auto.

4. Professional Liability Insurance with limits of $1,500,000 each occurrence / $1,500,000 aggregate.

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The school district does not represent that the required coverage and limits are adequate to protect the contractor and such coverage limits will not be deemed as a limitation of the

Contractor's liability to the District under this contract.

Compliance

The Contractor agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of the Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

All of the data created, collected, received, stored, used, maintained, or disseminated by the contractor in performing his duties pursuant to this contract is subject to the requirements of Chapter 13 of the Minnesota Statutes and the contractor must comply with the requirements of Minnesota Statute as if it were a government entity.

Agency must perform a background study for each employee or contractor who will provide services to students. If any service provider does not pass the background study, agency will not allow the service provider to have direct contact with the student. Copy of background studies will be provided upon request to the Duluth Public Schools. The agency will also check each service provider to make sure they are not on the Minnesota Health Care Programs (MHCP) Excluded Provider List in the LEIE downloadable database at start of service and a minimum of monthly. If the provider is on the MHCP and/or Federal Office of Inspector General list, they will not be allowed to continue to provide service to the student. Questions can be answered by the Minnesota Department of Human Services provider call center at 651-431-2700.

This agreement shall be reviewed and authorized by the Director of Student Support Services and shall be supervised by the Director or Designee.

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Residential Services Inc.

Signed: _____

Title: Executive Director

Date: 4/21/23

Duluth Public Schools

Signed: _____ Signed: _____

Title: Director Special Services Title: Exec. Dir. Finance, Business Services

Date: 4/17/23 Date: 4/19/23

Budget Code

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Company Address	BASE Education c/o 7 Mindsets, LLC 60 King Street Roswell, GA 30075 US
Created Date	4/17/2023
Expiration Date	7/31/2023
Contract Start Date	8/1/2023
Contract End Date	7/31/2026

Prepared By	Brent Nelson	Contact Name	Callie Devriendt
Email	brent@base.education	Phone	218-336-8700 ext. 3359
		Email	callie.devriendt@isd709.org

Bill To Name	Duluth Public Schools
Bill To	Duluth East High School 301 N 40th Ave E Duluth, MN 55804 Duluth, MN

Product	Line Item Description	Quantity	Sales Price	Total Price
Middle School/High School	East High School - BASE Education MS/HS SEL Content, Substance Use/Misuse Content & BASEline - 3 Year Agreement	3.00	$4,850.00	$14,550.00
Professional Services Bronze Package- Webinar	Leadership & User On-Boarding/Implementation & On-Going Support - 3 Year Agreement	3.00	$1,000.00	$3,000.00
BASEline	3-Year Agreement	3.00	$0.00	$0.00

Grand Total $17,550.00

Notes:

3- Year Agreement Paid Up-Front

- $5,850/year

Accepted By:

Accepted Date:

Terms and Conditions:

This Order Form is a binding, legal agreement by and between the Purchaser indicated above and BASE Education, LLC ("**BASE**") and is governed by the License and Terms of Purchase Agreement ("**Agreement**") available at: https://base.education/license-agreement-and-terms-of-purchase/, the terms of which are incorporated into this Order Form for all purposes. This Order Form together with the Agreement and any other Order Forms executed by Purchaser and BASE are the entire agreement between the parties hereto, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. This Order Form is effective as of the date of acceptance by Purchaser below ("**Effective Date**"). By signing below, Purchaser acknowledges and agrees to the Agreement and the terms and conditions set forth herein. The signatory for Purchaser represents that he or she (i) has read, understood, and agrees to be bound by and comply with the Agreement and this Order Form; and (ii) he or she is authorized to sign this binding Agreement and Order Form on behalf of the Purchaser.

01 E005 740 499 305 000

fueleducation
the new power of learning

This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2023 (the "Order Effective Date"), is between Duluth Public School District, 4316 Rice Lake Rd Ste 108, Duluth, MN 55811 ("Customer") and Fuel Education LLC ("FuelEd"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at http://www.fueleducation.com/fuel-education-products-and-services-agreement-terms on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: Simone Zunich Date: 4/27/23

Name (Print): Simone Zunich Title: Exec. Dir. Finance, Business

Accepted by FuelEd:

Signature: _____ Date: _____

Name (Print): _____ Title: _____

1. Period: 9/2/2023 through 9/1/2024 and is not eligible for a renewal period.
2. Territory: Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
1	Standard Enterprise License (Content, Hosting)	One-year access for grade 6-12 students in the Territory as defined by the contract to K12/FuelEd Online Courses with hosting included at no extra charge. FuelEd Online Courses standard catalog available. Materials ordered separately.	$30,000.00	$30,000.00

4. Description of Educational Products.

Enterprise, Site and Enrolled User License Model
Enterprise, Site, and Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a limited and defined period of time, including alternative education and hospital homebound students. The Enterprise, Site and Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure the intended use for part-time/blended programs and alternative education populations.

K12 and FuelEd Online Courses
Each K12 or FuelEd course includes content as described in the course catalog. K12 or FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at https://www.fueleducation.com/materials.

5. Description of Services.

Hosting Solution:
The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.
Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Site & Enterprise License, and ELL & Stride Skills Arcade Student License Terms:
Customer will be invoiced for the ordered number of Site and/or Enterprise licenses and ELL & Stride Skills Arcade Student Licenses promptly following the Order Effective Date. During the Period, the Customer may request seats in addition to those ordered hereunder. Customer will be invoiced for such

Budget Code
01 E 611 211 303 460 000

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Derek Francis, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of March 31, 2023 and shall remain in effect until April 30, 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.** *(insert or attach a list of programs/services to be performed by contractor)*
Presenter will:
Provide Session for Duluth East staff titled: Equity In Action April 20th 1hr to 1.5hrs.
Session Description: Many educators have found themselves looking for ways to engage with students of all backgrounds and to promote racial and social justice in their schools. All educators play a pivotal role in helping students learn about and feel affirmed in their identities and understand differences and biases. For more inclusive schools for all students, educators need awareness of how systemic and interpersonal racism, discrimination and hate appears in school. In this interactive session, educators will:

Session Goals:

- Learn a deeper understanding of your own multiple identities to build a closer cross cultural and inclusive environment.
- Understand how race, privilege and bias impact relationships with students, colleagues and the community.
- Practice strategies to proactively recognize, address and reduce hate, bias and discrimination in schools.
- Engage in Proactive Tier 1 and Tier 2 Equity Focused lessons and activities to build relationships.

Provide Unity Day Presentation For Duluth East 9th Grade Students
Unity Day is an opportunity for students and staff to come together to learn ways to promote diversity, inclusion and unity in school. The session will focus on sharing how students can:

- Create an inclusive school environment through:
- Exploring and embracing the identities that make YOU unique
- Learn about embrace similarities and differences with peers how to

- Use your voice to combat hate & bias if it occurs

Small Group Equity and Inclusion Leadership Group
In this small group session we will reflect on school climate and brainstorm ideas to promote inclusion. Students will discuss how barriers to inclusion such as bias, stereotypes and hate may be impacting school climate. Students will practice relationship building activities to model as student leaders. The goal of the session is to create proactive next steps such as:

- *Classroom Activities
- School or Community Activity
- Multicultural Night

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

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 $ 3,000 in total.

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zunich , 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 Derek Francis, 6820 Hickory St. NE Fridley, MN 55432.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 4/27/23 Date

Program Director 4/27/23 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).

			640	316	305	000
01	[redacted]E	220	298	000	099	419

_X_ 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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 4/27/23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of March, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Rowley, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 3/15-~~5/25~~ 2023 and shall remain in effect until 5/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 $ NA hourly and $ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

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.

Michelle Powley — [redacted] — 3/15/23
Contractor Signature — SSN/Tax ID Number — Date

Keely Wantelet — 3/31/23
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: Penfield Dramafund

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	215	298	080	305	438
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 4/24/23 Date

Twin Ports Testing
1301 N 3rd St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

April 5, 2023 TPT#23A0183

Mr. Richard Roseth
Duluth Denfeld
Via Email: Richard.roseth@ISD709.org

RE: Lead Paint Testing
Duluth Denfeld
Duluth, Minnesota

Dear Mr. Roseth,

Twin Ports Testing II, Inc. (TPT) is pleased to provide you with this price quotation for conducting lead paint testing at the Denfeld School located at 401 North 44th Avenue West in Duluth, Minnesota. Associated costs for this service are as follows:

Item	Unit Cost	Total Cost
On-site Inspection/Sampling, Travel Time, Sample Prep, Chain of Custody & Sample Shipment	1 hour @ $90.00/hour	$90.00
Project Management	¼ hour @ $90.00/hour	$22.50
XRF Lead Testing	¼ day @ $300.00/day	$75.00
Final Report	1 hour @ $90.00/hour	$90.00
Trip Charge	1 trip @ $25.00 trip	$25.00
	TOTAL COST	**$302.50**

TPT estimates that the field work would be completed within one day and looks forward to working with you on this project. Please feel free to contact me at (715) 394-8802 (office) or (218) 390-0162 (cell) with any questions or concerns you have regarding this cost estimate.

Sincerely,

Twin Ports Testing II, Inc.

Tracy Jacobs, CHMM
IH Services Manager

This proposal is subject to the General Conditions of Service, a copy of which is attached hereto and made a part of this proposal. Included as part of these conditions, project billing will be progressive, once per month, and due thirty days after the date on the invoice.

If you agree to accept this proposal, along with the General Conditions of Service, please sign and return to us to use as our authorization to proceed with this project.

Signature	Simone Zurich
Date	04.19.23
Printed Name	Simone Zurich
Title	Exec. Dir. of Finance & Business Services
Company	Duluth Public School District

TPT's Proposal Number/Project: 23A0183

General Conditions of Service

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services as set forth in the foregoing Proposal, are incorporated by reference into said Proposal and shall, if said Proposal is accepted by Client, be part of the Agreement ("Agreement") under which services are to be performed by Twin Ports Testing II, Inc. In the event of a conflict between these General Conditions of Service, any Supplemental Conditions of Service, and the foregoing Proposal, the terms in the Proposal control.

1. SCOPE OF WORK

(a) It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, the scope of work and time schedule may change even as the work is in progress. If Client requests additional services or a change in the scope of work or time schedule occur, a written amendment to the Agreement shall be executed by Client and Twin Ports Testing II, Inc. within seven (7) calendar days of receipt of such request or discovery of a change in scope or time schedule of work. Client's consent to such an amendment shall not be unreasonably withheld. In the event Client unreasonably fails to consent to such amendment, Client shall be in breach of the Agreement and Twin Ports Testing II, Inc. may immediately discontinue its work and seek recovery of all damages suffered.

(b) The scope of work shall include all services provided by Twin Ports Testing II, Inc., in its discretion, which are reasonably necessary and appropriate for the effective and timely fulfillment of Twin Ports Testing II, Inc.'s obligations under the Agreement. All services provided by Twin Ports Testing II, Inc. shall be subject to the provisions of the Agreement. All services provided by Twin Ports Testing II, Inc. shall be invoiced and paid in accordance with Section 3 below.

2. CLIENT DISCLOSURES

(a) Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions which Twin Ports Testing II, Inc. may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by Twin Ports Testing II, Inc.'s employees, agents or contractors. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or future hazard to human health or the environment, whether contained in a product, material, by-product, waste or sample, and whether it exists in a sold, liquid, semi-solid or gaseous form, in piping, electrical cables or similar objects, whether above ground or below ground. Such hazardous substances shall also include any substance which poses or may pose a present or future hazard to human health or the environment. Client shall notify Twin Ports Testing II, Inc. of any known or suspected hazardous substances or conditions upon entering into the Agreement. Thereafter, Client shall notify Twin Ports Testing II, Inc. of any other known or suspected hazardous substances or conditions immediately upon discovering them, or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes such substances hazardous.

(b) Following any disclosure as set forth in Section 2(a) above, or if any hazardous substances or conditions are discovered or reasonably suspected to be present by Twin Ports Testing II, Inc. after its services are undertaken, Twin Ports Testing II, Inc. may, at its discretion, discontinue its services without further duties, obligations or liabilities of any kind. Whether or not Twin Ports Testing II, Inc. discontinues its services in whole or in part, Client and Twin Ports Testing II, Inc. agree that the scope of work, time schedule and the estimated fee or budget shall be adjusted accordingly, and Twin Ports Testing II, Inc. may, at its discretion, terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 2, Client shall pay Twin Ports Testing II, Inc. for all services provided and all termination expenses as set forth in Section 11(b) below.

(c) If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the vicinity, Client shall notify Twin Ports Testing II, Inc. of such condition, potential health hazard or nuisance, and thereafter Twin Ports Testing II, Inc. shall take all reasonable measures deemed necessary to protect its employees, agents and consultants against such condition, potential health hazard or nuisance. Client shall be solely responsible for the cost of such measures.

3. PAYMENT, INTEREST AND BREACH

(a) Client shall pay all invoices in full on receipt, and shall pay applicable interest on unpaid balances beginning thirty (30) days after the invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by applicable law.

(b) In the event that Client fails to pay an invoice in full within sixty (60) calendar days after the invoice date, Client shall be in breach of the Agreement. Twin Ports Testing II, Inc. may, at its option, immediately terminate the Agreement without any further duties, obligations or liabilities under the Agreement. In the event that the Agreement is terminated pursuant to this Section 3(b), Client shall pay Twin Ports Testing II, Inc. for all services

4. ACCESS AND RESTORATION

Client shall furnish Twin Ports Testing II, Inc. with reasonable access to the site at all reasonable times. It is understood by Client that in the normal course of the work some damage to the site and/or materials may occur. While Twin Ports Testing II, Inc. will take reasonable precautions to minimize damage, Twin Ports Testing II, Inc. has not included the cost of restoration in the estimated fee or budget and will not be liable for such damage. Twin Ports Testing II, Inc. has no obligation to restore the site to its original condition. At Client's option, Twin Ports Testing II, Inc. will restore the site and invoice Client for the cost of restoration.

5. SAMPLES

All samples, if any, remaining after tests are conducted will in the ordinary course be discarded by Twin Ports Testing II, Inc. sixty (60) calendar days after submission of the final written report to Client unless Client requests, in writing, that Twin Ports Testing II, Inc. store or ship the samples, at Client's expense. Any such request shall be sent via certified mail, return receipt requested, to Twin Ports Testing II, Inc., Attn: Chief Operations Officer, 1301 North Third Street, Superior, Wisconsin 54880, and must be received within the 60-day period.

6. REPORTS, OWNERSHIP OF DOCUMENTS AND WITNESS FEES

(a) Twin Ports Testing II, Inc. shall furnish one (1) copy of each report to Client. Additional copies shall be furnished at the rates specified in the Proposal or attached fee schedule. With the exception of Twin Ports Testing II, Inc.'s final written report to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of Twin Ports Testing II, Inc. Client agrees that all reports and other documents furnished to Client and invoiced, but not paid in full within sixty (60) calendar days after the invoice date, will be returned to Twin Ports Testing II, Inc. immediately upon demand and will not be used for design, construction, permits, licensing or any other purpose.

(b) At its discretion, Twin Ports Testing II, Inc. may retain principal documents, reports, lab data, etc., relating to the services performed for Client for up to five (5) years following submission of the final written report to Client.

(c) In the event an employee of Twin Ports Testing II, Inc. is required to provide deposition or trial testimony in regard to work performed for Client by Twin Ports Testing II, Inc., Client agrees to pay Twin Ports Testing II, Inc., two times the hourly rate of the contracted services for each hour spent by such employee preparing for, traveling portal to portal and attending the deposition and/or trial, with a minimum four hour charge, and shall also pay mileage at the I.R.S. rate and all out-of-pocket expenses incurred.

7. STANDARD OF CARE

(a) Twin Ports Testing II, Inc. represents that the services performed under the Agreement will be performed with the care and skill ordinarily exercised by reputable members of the applicable profession practicing under similar conditions at the same time in the same or a similar locality.

(b) With the exception of Section 7(a) above, no other representation and no warranty, expressed or implied, is made or intended by Twin Ports Testing II, Inc. with respect to its performance of services under the Agreement.

(c) In regard to subsurface investigations, the Client recognizes that subsurface conditions at the site may vary from those encountered in Twin Ports Testing II, Inc.'s explorations, testing and surveys, and that the information and recommendations developed by Twin Ports Testing II, Inc. are based solely on the work performed by Twin Ports Testing II, Inc.

(d) Any exploration, testing, surveys and analysis associated with the work will be performed by Twin Ports Testing II, Inc. for Client's sole use. Twin Ports Testing II, Inc. shall not be responsible or liable for others' interpretation or use of the information developed from the work performed by Twin Ports Testing II, Inc.

(e) Documents including but not limited to technical reports, original boring logs, field data, field notes, laboratory test data, calculations and estimates furnished to Client or its agents pursuant to the Agreement are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Twin Ports Testing II, Inc. shall not be responsible or liable for any reuse of such documents.

(f) Twin Ports Testing II, Inc. shall not be responsible or liable for the work performed by others, including but not limited to the failure of others to perform their work in accordance with specifications or contract documents.

(g) For work not performed on Twin Ports Testing II, Inc.'s premises, Twin Ports Testing II, Inc. shall not be responsible or liable for superintending, supervising or in any way directing the work of others, or for job or site safety, all such matters shall be the sole responsibility of others as determined by Client, unless specifically assumed by Twin Ports Testing II, Inc. in writing.

(h) Twin Ports Testing II, Inc. shall not be responsible or liable for either setting or checking the accuracy of construction staking, or for staking or referencing locations of piling, caissons or footings, unless those functions are specifically assumed by Twin Ports Testing II, Inc. in writing. Twin Ports Testing II, Inc. shall rely on as accurate and reference results of tests and observations to control lines and elevations set as part of surveying or construction staking performed by others selected by Client.

(i) Client shall be solely responsible for ensuring that its employees, contractors and subcontractors observe all applicable safety standards.

8. LIMITATION OF PROFESSIONAL LIABILITY

(a) Twin Ports Testing II, Inc.'s total liability to Client for damages of whatever nature (including expenses such as court costs and attorneys' fees), on account of work performed or to be performed by Twin Ports Testing II, Inc., including but not limited to design defects, breach of contract, errors, omissions, or professional negligence, is limited to a sum not to exceed in the aggregate $50,000.00 or the amount of Twin Ports Testing II, Inc.'s estimated fee, whichever is less.

(b) Client shall notify in writing any contractor or subcontractor who may perform work in connection with any work performed by Twin Ports Testing II, Inc. that any claim for damages against Twin Ports Testing II, Inc. such contractor or subcontractor may have is also subject to the limitation on liability set forth in section 8(a) above and is included as part of the stated maximum amount recoverable from Twin Ports Testing II, Inc. Client shall require as a condition precedent to any contractor's or subcontractor's performance of work agreement in writing to such limitation of liability on their part as against Twin Ports Testing II, Inc. A copy of such agreement shall be provided to Twin Ports Testing II, Inc. before the contractor or subcontractor commences work.

(c) Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates provided to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any such use without Twin Ports Testing II, Inc.'s prior written consent is prohibited and at Client's sole risk and without liability to Twin Ports Testing II, Inc. or its contractor(s) and subcontractor(s). Client agrees to indemnify, defend and hold harmless Twin Ports Testing II, Inc. and Twin Ports Testing II, Inc.'s contractor(s) and subcontractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

9. INDEMNIFICATIONS AND LIMITATION OF LIABILITY

(a) Twin Ports Testing II, Inc. shall indemnify, defend and hold harmless Client from and against bodily injury and property damage losses resulting solely from the gross negligence of Twin Ports Testing II, Inc., its employees, agents or consultants in the performance of services under this Agreement. Such liability however shall be limited as provided in Sections 8(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

(b) Client shall indemnify, defend and hold harmless Twin Ports Testing II, Inc. from and against any and all other claims, losses, damages, liability and costs (including court costs and attorneys' fees) arising out of or related to the Agreement and its performance, except only such liability as is set forth in Sections 8(a) and (b) and Section 9(a) above. Such liability shall be limited in accordance with Sections 8(a) and (b) above and any provisions of the Agreement applicable to services involving or related to hazardous substances or conditions, including hazardous waste.

10. INSURANCE

Twin Ports Testing II, Inc. represents that it has Workers' Compensation insurance for its employees and adequate general liability insurance. Twin Ports Testing II, Inc. will furnish certificates of insurance to Client upon request.

11. TERMINATION (a) The Agreement may be terminated in the following ways:

(i) By either Twin Ports Testing II, Inc. or Client upon seven (7) business days' written notice in the event of breach of the Agreement (other than the breach described in Section 3(b) above) by the other party. Such termination shall not be effective if the breach is remedied before expiration of the period specified in the written notice.

(ii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 2(b) above.

(iii) By Twin Ports Testing II, Inc. immediately under circumstances described in Section 3(b) above.

(iv) By Twin Ports Testing II, Inc. immediately if conditions exist which were not disclosed to Twin Ports Testing II, Inc. prior to its arrival at the site and which make it materially more difficult than anticipated to perform the work. (v) By either Twin Ports Testing II, Inc. or Client by mutual written agreement.

(b) In the event the Agreement is terminated by either party, Twin Ports Testing II, Inc. shall be paid for all work performed prior to the termination date set forth in the notice plus termination expenses. Termination expenses shall include personnel and equipment rescheduling and reassignment adjustments and all other costs incurred by Twin Ports Testing II, Inc. as a direct result of the termination.

12. MODIFICATION AND WAIVER

No purported modification or waiver of any provision of the Agreement shall be binding unless in writing signed by both parties (in the case of modifications). Any waiver shall be limited to the circumstances or events specifically referenced in the writing and shall not be deemed a waiver of any other provision hereof or of the same circumstance or event upon any recurrence thereof.

13. SEVERABILITY

If any part of the Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect, and the offending provision shall be deemed amended to the extent necessary to conform to the law.

14. SECTION HEADINGS

The headings or titles in the Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any of the provisions of the Agreement.

15. SURVIVAL

All obligations arising prior to the termination of the Agreement and all provisions of the Agreement allocating responsibility or liability between Client and Twin Ports Testing II, Inc. shall survive the completion of services and the termination of the Agreement.

16. CHOICE OF LAW

The Agreement shall be governed by the laws of the State of Minnesota and any proceedings involving this Agreement, its enforcement, construction or otherwise shall be venued in Duluth, Minnesota.

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Denfeld - Arenivar / Amber Burns, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 4/1/2023 and shall remain in effect until May 20, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 4000 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: Kelly Wachter, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | [redacted] SSN/Tax ID Number | 4/3/23 Date

Kelly Winchester
Program Director | 4/21/2023 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).

					305	
01	E	215	298	000	~~401~~	438
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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | 5/1/23. Date

Invoice/Reimbursement Form
for Supplies, Materials or Contracted Services
(for Travel Reimbursement, use Form 412-R)

Independent School District 709
215 North First Avenue East
Duluth MN 55802-2058

Finance Dept. Use Only

526

Today's Date: 4/3/23 Check one: ☒ Payment ☐ Prepayment ☐ Reimbursement

DUE TO

Vendor Name / Person: AMBER BURNS
Address I: 2215 HILLCREST DRIVE
Address II:
City, State Zip: DULUTH, MN 55811

District employees must provide their Employee ID No:
Independent contractors must provide their Social Security No: [redacted]

Vendor Number
restored 2012
108357

DATE OF SERVICE	DESCRIPTION OF SERVICE
3/15/23 5/25/23	CHOREOGRAPHY CHICAGO

RECEIVED
APR 18 2023
ACCTS PAYABLE

* 1099 - over $600.00

Drama Budget

☐ **ENCLOSURES – Please send the attached enclosure(s) with the payment to the Vendor.**

FUND	TYPE	LOC	PROG	FIN	OBJ	CRS	PROJECT	AMOUNT
01	E	215	298	000	~~301~~ 305	438		$
							EMAILED	$
							APR 18 2023	$
							TO: Jen Lara	$
								$
								$
								$
							GRAND TOTAL:	$ 1000.00 ~~600~~

AUTHORIZATION/APPROVAL SIGNATURES:

Level 1 (Budget Manager) — Date: 4/17/23
Level 2 Approval — Date
Level 3 Approval: 7190 — Date
Level 4 Approval — Date

SCANNED
APR 19 2023

DOCUMENTATION INFORMATION

NOTE: Attach appropriate supporting documentation as required by policy.

• original receipts • contracts • invoices • other

In presenting the above invoice and verified claim, I declare under the penalties of perjury that this account, claim or demand is just and true and that no part of it has been paid. The effect of this verification shall be the same as if subscribed and sworn under oath.

Signature of Claimant / Applicant — Date: 4/3/23

Form 3000 (Rev. 8/20) w Item # 35-05-003500

WHITE: Finance Dept. CANARY: Program Manager PINK: Initiator of Claim

INVOICE

Amber Burns
2215 Hillcrest Drive
Duluth, MN 55811
469 19 8414

BILL TO

Denfeld High School
Duluth Public Schools
Drama Department

INVOICE # 1
INVOICE DATE 04/06/2023

DESCRIPTION	AMOUNT
Choreography	$1000.00
TOTAL	**$1000.00**

Thank You

Payment is due within 15 days

No Cost Contracts Signed
April 2023

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
AmeriCorps	Homecroft ES	True North AmeriCorps Partner Site Agreement for FY23
Luther College	TLE	Student teacher partner agreement for FY24

True North AmeriCorps

Partner Site Agreement

Service Term 2022-2023

529

Partner Site:	Number of Members and Hours Awarded	
	35 Hours/Week:	18 Hours/Week:
	25 Hours/Week:	14 Hours/Week:
Partner Site Lead Contact Name:	**Email:**	
Site Supervisor Name(s):	**Email(s):**	

This Agreement is between True North AmeriCorps (hereafter referred to as the "Program" or "TNAC") and the agency listed above (hereafter referred to as the "Partner Site" or "Site"). Through this agreement, the program will assign AmeriCorps member(s) (hereafter referred to as "Member") to the Partner Site for the purpose of enhancing students' social emotional learning (SEL) skills through individualized support and academic enrichment. A program of the Duluth Area Family YMCA, TNAC partners with schools, nonprofits, and community agencies to enhance long term education equity outcomes.

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

KEY ROLES:

- **AmeriCorps** (formerly Corporation for National and Community Service or CNCS) is the independent federal agency responsible for the coordination and granting of National Service and AmeriCorps dollars. AmeriCorps brings people together to tackle the country's most pressing challenges relating to education, poverty, environment, and equity. www.americorps.gov

- **ServeMinnesota** is the State Commission for National Service that directly oversees True North AmeriCorps. ServeMinnesota staff carry out high level program oversight, compliance, and obtain regular reports from the program www.serveminnesota.org

- **True North AmeriCorps (TNAC or the program)** is an AmeriCorps State program hosted by the Duluth Area Family YMCA. TNAC staff are responsible for member management including on-boarding, training, and termination; site management; reporting; and maintaining compliance with all AmeriCorps regulations.

- **Duluth Area Family YMCA (The Y)** is the organizational host for the TNAC program and responsible for all program management. The Y sets member safety and personnel policies, issues invoices and manages cash match payments, and distributes member benefits. duluthymca.org

- **Partner Site** Provides both the location and support for True North AmeriCorps members. Partner Sites provide direct supervision and coaching for the members as well as space for members to perform their service. Must hold nonprofit, school, or government status.

- **Lead Contact** Generally the School Principal or Executive Director, this is the person authorized to make financial commitments on behalf of the organization and is responsible for signing the Partner Site Agreement. The Lead Contact is the primary person for partner site agreement, cash match invoices, and other items.

- **Site Supervisor** A staff of the Partner Site who provides the most direct supervision and support to the member and generally serves as the program's main point of contact during the service term. The Site Supervisor oversees and directs day-to-day activities including initial training, hosts regular member check ins, documents time spent supporting members, attends TNAC supervisor training, provides access to data, and approves member timesheets.

- **True North AmeriCorps Member (TNAC Member or Member)** An individual who commits to providing direct service to the community while hosted and supervised by the Partner Site. The Member is not an employee, intern, or volunteer of the Partner Site, but rather a participant of a National Service program serving the community through their site.

PLEASE NOTE: *Placement of True North AmeriCorps members for the 2022-2023 year is dependent on joint member recruitment efforts with the site. Completing the RFP and signing this agreement does not guarantee placement of a member.*

PARTNER SITE RESPONSIBILITIES

Partner Sites agree to take on a variety of responsibilities when they are selected to host a True North AmeriCorps member. It is essential the Partner Site is willing and able to dedicate staff time and resources to the program. TNAC staff support Partner Sites in meeting the expectations and goals of the program. The Partner Site agrees to meet the following requirements to maintain a positive status with the Program. A positive status does not guarantee continued participation or member placement.

COMMUNICATION AND DOCUMENTATION

1) **Program Information.** The Partner Site is responsible for tracking, archiving, communicating, and following through on information presented at site visits, site supervisor meetings, and additional information shared by the Program. Email is the Program's primary method of communication.
    a. It is critical that the Site Supervisor and Member have regular email access.

2) **Contact Information.** The Partner Site will inform the Program of any changes in the leadership of the Partner Site including but not limited to the Site Supervisor and the Lead Contact. The Partner Site will immediately provide updated contact information including email and phone number should a change occur.

3) **Documentation.** The Partner Site will maintain records, make reports, and submit all relevant documents required by the Program concerning matters involving the Member or the Program. This includes, but is not limited to, email, meeting notes, and other correspondence that may aid in the investigation of the Member's service and completion or termination. Member-related records will be maintained and accessible for a minimum five years after the member has been exited.

4) **Site Supervisor.** The Partner Site must assign a Site Supervisor to provide regular, direct support to their Member. Site Supervisors must complete a background check; attend the Program's annual orientation and trainings; review and approve Member timesheets and documentation in a timely manner; participate fully as a partner of the Program by attending meetings, special events, displaying the AmeriCorps signage, promoting AmeriCorps through program and site public relations, and other activities as appropriate.

5) **Pandemic Operations Plan.** Prior to member placement, True North AmeriCorps partner sites are required to have a pandemic operations plan. This plan must align with MDH and CDC guidelines and include details of how members, staff, and students will be kept safe. This should include guidelines for people exposed to, showing symptoms of, or waiting for COVID test results,

sanitizing procedures, social distancing procedures, and how this information is communicated to others. 525

MEMBER MANAGEMENT AND COMPLIANCE

Recruitment. The Partner Site is responsible for taking an active role alongside the Program in member recruitment. The Partner Site is expected to share recruitment materials with its networks. The Partner Site will abide by the following nondiscrimination policies when interviewing, selecting, and supervising the Member.

- Provide equal opportunities without regard to factors such as race; color; national origin; sex; sexual orientation; gender identity; religion or beliefs; age; disability; political affiliation; marital or parental status; military service; or religious, community, or social affiliations.
- The Program is dedicated to recruiting and maintaining qualified individuals with disabilities and those from diverse backgrounds.
- Reasonable accommodations must be made available to all qualified applicants upon request.
- The Program aims to have year-round positions filled at the start of the service term, but will continue to recruit and onboard full year members through early spring.

Member Selection The Partner Site agrees to work jointly with TNAC staff to select and place True North AmeriCorps members at their site. *The Program reserves the right to make the final decision regarding the selection and placement of AmeriCorps members.*

- All applicants MUST complete an online application www.truenorthamericorps.org/apply and an initial screening with the Program before they are eligible for selection.
  - **Members may not begin accruing hours until they have fully completed the Program's enrollment process.** The Program will notify the Site of the Member's official site start date.
- Partner Sites that have elected to have their member assigned will not be required to complete the interview process outlined below, but will have the opportunity to view the members' application and references as well as voice any concerns.

- **Interview Process**

TNAC	Reviews applications and completes member screening to ensure the candidate meets minimum qualifications and is able to fulfill the essential functions.
TNAC	Contacts the Site Supervisor with applicant information and references
SITE	Schedules an interview with the candidate within *1-2 business days* of receiving candidate information from TNAC
SITE	Interview candidate using mandatory interview questions and reviewing specific position/site information.
SITE	Notifies the Program in a timely manner (1-2 business days) if they believe the candidate will be a good fit for their organization and position.
TNAC	Approves the Site to offer the position to the candidate.
SITE	Offers position to candidate, notifies the Program of acceptance or rejection.
TNAC	Upon member acceptance initiates the pre-enrollment process. Informs Site and Member of official start and end dates.

On-Site Training and Support The Site Supervisor is responsible for providing initial and ongoing site-specific support to the True North AmeriCorps Member including but not limited to the following:

- **Site Supervisor:** The Partner Site must designate a staff person(s) to be the Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). This individual must be designated before a member can be placed at the site.

- The Partner Site must allow sufficient time for Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings.
- If the designated Site Supervisor is not able to complete the program term (e.g., they take a leave of absence from their position at the site), the Partner Site is required to designate someone to be the Site Supervisor for the remainder of the program term.

- **Site Orientation:** Provide the Member with an initial orientation to the Partner Site including mission and goals, structure, expectations, space, staff introductions, resources for support, personnel policies, and procedures including emergency procedures in the event of a natural or manmade disaster. Use the provided Member Onboarding Checklist to ensure you are prepared.

  - Involve the Member in all appropriate staff meetings, retreats, and training events.
  - Complete/submit the Expectations and Obligations Form in the ember's first week.
  - Sites will ensure members are adequately trained in youth supervision and safety.
  - Sites will provide members with safety training on any chemical cleaners or other products the member will be asked to use.

- **Weekly Schedule and Timesheet Approval:** Develop the Member's weekly schedule, allow time during the "work week" for on-site AmeriCorps related research, reporting and evaluative activities. Be aware of required off-site training and development meetings as scheduled by the Program, and other relevant meetings or activities.

  - **Maintain documentation of the Member's service hours including date, times in and out, and general activities.** These records will be used when approving or rejecting member timesheets in OnCorps twice monthly and submitted upon request.
  - The Site Supervisor and Member will use OnCorps to regularly monitor the Member's hours/week needed ensuring it stays close to target and adjusting the schedule accordingly
  - *Failure to approve member timesheets in a timely manner may result in the member's living allowance being withheld until timesheets are approved.*

- **Supervision:** Provide daily support and general supervision of the member. Hold regularly scheduled check in meetings minimum of twice per month. Check-in meeting agendas should include hours and required AmeriCorps items such as data collection as well as member challenges and successes this time must be documented by the Supervisor in OnCorps as in-kind hours.

  - The Supervisor must observe the member interacting with youth at least once per quarter to provide feedback and recommendations using positive youth development practices.

- **Performance management:** Set clear expectations for the member at the beginning of the term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

  - Work with Program Staff if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc.
  - The Partner Site does not have the authority to terminate a member. The Partner Site must document issues and contact Program Staff to implement the performance management procedure as outlined in the Program handbook.
  - The Supervisor will retain documentation of any performance concerns.
  - The Site Supervisor will complete a mid and end-of-term member performance evaluation.
  - The Site Supervisor, Member, and Program staff will meet twice per term for Site Visits.

Service Activities and Member Role The Site Supervisor is responsible for developing and monitoring the daily service activities of the Member and ensuring their role meets the goals of the Program and align with the member essential functions. Keep in mind that at no time should an AmeriCorps Member displace/replace an employee, position, or volunteer.

- **Member Essential Functions:**

- Builds positive and healthy relationships with youth at site
- Maintains emotionally and physically safe environment for students
- Uses youth development best practices to plan and lead enrichment programming
- Coordinates and delivers formal and informal activities, lessons, and "teachable moments" to build targeted social emotional learning skills for identified youth
- Regularly tracks caseload attendance and progress. Administer surveys and other data collection, reviews results with site supervisors to develop intervention plans and goals
- Maintains data entry including weekly and monthly reports using online databases
- Recruits, screens, trains, and documents the impact of program volunteers
- Develops and implements projects to engage youth in service learning and leadership
- Fosters an inclusive environment appreciative of differences. Meaningfully participates in and leads efforts to support the Y's commitment to equity and diversity.
- Supports the community's ability to navigate COVID-19 through activities like food distribution, cleaning and sanitizing, distance learning, or virtual programming
- Communicates regularly and effectively with True North staff, on Site Supervisor, and other site personnel via phone, email, online systems, and verbal interactions
- Participates in all required True North AmeriCorps meetings and trainings including initial and ongoing training provided in person, online, and via independent assignments

- **Service Activities** should provide the Member with a meaningful and unique role within their site, allowing for leadership development over time and primarily benefiting youth in the community.

  - Activities must align with the Essential Functions of the position and be in compliance with all Program regulations as outlined in this agreement and provided by the Program including non-displacement and non-duplication.
    - **AmeriCorps members may not count in sites' staff to student ratios**
  - The Member will not engage in ongoing administrative duties, such as filing, copying, mailing unless these activities are directly related to the approved Member service activities.
  - The Partner Site must notify the Program immediately of concerns that the member is not meeting the Essential Functions of the position with or without accommodations. The Program will work with the Site to provide reasonable accommodations when applicable.
  - Generally individuals other than the Site Supervisor should not assign tasks to Members unless they have received training from Program Staff.

- **Fundraising Activities** Members may not engage in nor conduct any fundraising activities that support the Partner Site's general operating expenses, including financial campaigns, endowment drives, solicitation of gifts and bequests, and grant writing. Members may spend no more than 10% of their service performing fundraising activities. Fundraising is limited to direct support of program activities.

- **Safety & Field Trips** The Member will not engage in activities that pose a significant safety risk to themselves or others or activities which they do not feel reasonably safe performing including but not limited to the following:

  - The Site Supervisor is responsible for ensuring a safe environment and safe activities for the member. The site must provide training on site-specific activities to mitigate risk of injury.
  - Members should never be the only adult present when off site with students.
  - Members may not participate in out-of-state or overnight field trips without prior written approval from the Program Director.
  - Members may not attend field trips that include youth swimming or playing in bodies of water if a lifeguard is not present.
  - Members may not ice skate during service hours. They may attend ice skating field trips and support student supervision off ice or on the ice not wearing skates.
  - If a member ever feels unsafe on site for any reason they have the right to leave the service site and contact program staff who will do an investigation of the circumstances. If the partner site is deemed to be unsafe the member will be re-assigned, the partner site will receive no refund for any cash match paid.

- **Caseloads** TNAC members are expected to maintain and track a caseload of 20-30 unduplicated K-8 students at their site. In order to see positive outcomes, members are expected to meet with caseloads about 30 minutes per week with 30+ intervention sessions over their service term.

  - **Eligibility** The Site Supervisor will identify participants for the Member's caseload using historical knowledge, referrals, and/or registration materials. Eligible youth must possess all of the following factors:
    - Be in grades K-8
    - Regularly attend the program (30 interventions reasonable goal)
    - Have evaluation consent (through program site)

    AND one or more of the following:
    - Be identified as needing additional support socially, emotionally, academically or behaviorally by a teacher, guardian, social worker, or program staff
    - Qualify for free or reduced lunch

  - **Interventions** include positive relationship building activities, social emotional learning skill building, and academic enrichment programming.
    - In accordance with the Y's Policies, members may not have planned 1:1 interactions with youth in spaces not easily observed or interrupted by other site personnel.

  - In rare cases, due to the nature of programming at some sites, members may be unable to identify a caseload. In this case, members are still expected to fulfill the essential functions of their position, this may include the facilitation of one time or sporadic community and/or family-focused programming that engages the community at large in SEL concepts.

- **Civic Engagement** The Site Supervisor will encourage Member efforts to work collaboratively with other Members, Partner Sites, or youth serving agencies to address youth needs in the community. Members will be given leadership opportunities as appropriate to their service.

  - Full year members will be asked to facilitate a youth-led service learning project in the spring for Global Youth Service day. This may be built into their regular caseload intervention activities or be separate.

- **Service Environment** The Partner Site and Site Supervisor agree to maintain a safe service environment including adequate training on health and safety procedures specific to the Site, in addition to the following:

  - Maintain an environment in which the Member may feel valued and respected.
  - Maintain a service environment free from sexual or other kinds of harassment.
  - Provide materials and a reasonable work space for the member to fulfill their responsibilities including desk space, a computer, office supplies, access to a printer and a phone
  - The Partner Site will follow the guidelines of the Drug Free Workplace Act and all local and federal employee safety laws.

- **Identifying as AmeriCorps Site** Partner Sites will ensure effective relevant communication about the AmeriCorps program, Member role, and AmeriCorps restrictions to other staff, volunteers, board members, and/or the broader community. This includes but is not limited to:

  - Prominently display AmeriCorps signage within public view and post the Prohibited Activities list within regular view of the Member and Site Supervisor.
  - Support Member in wearing AmeriCorps gear/logo regularly if not daily.
  - Remind Member to identify as an AmeriCorps Member during their service such as within an email signature and on name tags in place of a "job title"

Data Sharing and Collection Partner Sites are required to assist Members with effective data collection and storage. *Specific data procedures will be provided to the Member and Site Supervisor by the Program.*

- You are responsible for collecting and retaining evaluation consent from the students' legal guardians. You can send a separate consent form, such as this one, or we can work with you to develop one specifically for your site. 529

- **Support** The Site Supervisor will assist the Member with data collection, including but not limited to providing access to student records or registration forms, observational recording, the administration of surveys, and the accurate recording of service time including intervention sessions and youth progres, volunteer mobilization including number of volunteers and hours; and service projects.

    - The Member will be provided with access to participant data including demographics for reporting purposes and other relevant information needed
    - Supervisors will provide time and resources including computer and internet access during the members normally scheduled hours to collect and analyze data.
    - The Member may assist in other Partner Site data collection as relevant to their position and/or the Site continuous improvement.

- **Types of Data** The member will be asked to collect and report the following data:

    - Caseload student demographics including name, gender, race/ethnicity, birthday, grade, free/reduced price lunch status
    - Number of times & amount of time the member meets with each youth weekly
    - Types of interventions the member provides for each students
    - Student's SEL competencies measured by DESSA pre, mid, and post
    - Student goals and progress
    - Number of meals distributed for food security efforts (if relevant)
    - Number of volunteers mobilized and total hours served (if relevant)

- **Consent** Partner Site will include True North AmeriCorps on data collection consent forms signed by guardians at start of service term or will send home additional data consent forms.

    - The Site is responsible for maintaining appropriate data collection consent, signed by a parent or guardian, for every student on file before any collection begins.
    - The Partner Site will provide a reasonable amount of information to the participants' parents/guardians regarding the Program purpose and Member service activities.
    - Provide the member with access to participant data including demographics (race, gender, age, socioeconomic status)

- **Confidentiality and Storage** The Partner Site will ensure Members are aware of and comply with all organizational confidentiality policies, best practices, and legal requirements including providing the member with a safe place to store information.

Additional Compliance

- **Injury and Concerns** Notify the Program immediately of any problems or concerns with the Member or their service. Resources are available to assist in resolving such challenges.

    - Report any injuries the Member obtains while serving to the Program Director within 24 hours. Sites must use the Y's Incident Report and First Report of Injury

- **Member Removal** If, for any reason, the Member withdraws or is released from the Partner Site or the Program, there exists no guarantee of the assignment of another member.

    - The Program reserves the right to remove the Member from the Partner Site in the event of non-compliance with this agreement, insurmountable challenges between the Member and Site, or other significant reasons as deemed appropriate by YMCA HR.
    - Members must be released to aid in relief efforts related to natural or man-made disasters at the direction of Program staff.

- **Financial Compensation** The Partner Site may not provide the Member with monetary compensation, beyond the living allowance provided by the Program, for AmeriCorps service hours. 590
    - The Partner Site is generally prohibited from employing the member during their service.
    - With written pre-approval from the Program Director, the site may employ and compensate the Member for hours beyond their AmeriCorps service only if the duties performed are entirely separate in nature and do not overlap with service time.

D. REQUIRED YMCA AND FEDERAL AMERICORPS POLICIES

YMCA Child Abuse Prevention Policy:The Site Supervisor must ensure member activities are compliant with all site child protection policies in addition to the Y's Child Abuse Prevention policies and procedures as partially outlined below, in full within the Supervisor Handbook, and linked here. For questions or further information contact Cheryl Podtburg Duluth Area Family YMCA Risk & Safety Manager cpodtburg@duluthymca.org 218-722-4745 x 115

- **Physical Contact Policy** Any inappropriate physical contact by TNAC members towards program participants will result in disciplinary action, up to and including termination. ***The use of physical restraints by TNAC members is strictly prohibited.*** If a member believes a youth is at risk of hurting themselves or others, measures should be taken to remove others, relocate to a safe space away from violence, notify supervisors, and determine what additional help is required. *Training in physical restraints obtained from outside organizations including the Partner Site are not accepted.*

- **Verbal Interactions** Members are prohibited from speaking to youth in a way that is, or could be construed as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Members must not conduct sexually oriented conversations with or around youth.

- **One-on-One Interaction** TNAC members are prohibited from private one-on-one interactions with youth. In situations where one-on-one interactions are unavoidable, members should observe the following guidelines to manage the risk of abuse or false allegations of abuse:

Guidelines for One-on-One Interactions
• Always move to a public place where you are in full view of others. • Avoid physical contact that can be misinterpreted. • If meeting in a room or office, leave the door open or move to an area that can be easily observed by others passing by. • Inform other adults you are alone with a youth and ask them to drop in. • Document and immediately report any unusual incidents, including disclosures of abuse or maltreatment, behavior problems and how they were handled, injuries, or any interactions that might be misinterpreted. • Inform your supervisor any time that you are in a one-on-one situation with a participant.

- **Electronic Communication** Any private electronic communication between Members and youth, including the use of social networking websites like – Facebook, Instagram, Snapchat, instant messaging, texting, online gaming sites, etc. – is prohibited. All communication between members and youth must be able to be monitored by others, i.e. parents, care-givers, supervisors, co-workers.
    - Electronic communication initiated by a youth participant to a member should be immediately redirected to approved, transparent and monitored channels. Members should notify their supervisor of any youth-initiated private communication via electronic means immediately. TNAC members are accountable to be fully knowledgeable of social media policies and follow them at all times.

- **Cell Phones** While serving youth, Members are generally not permitted to use electronic communications devices including internet use, text messaging and/or emailing pictures. Personal communication/cell phone use during service is prohibited outside of member breaks. Use of personal electronic devices to contact (via voice, text, or pictures/video) program participants for personal and/or inappropriate reasons shall be grounds for termination.
    - Occasions in which Members will need to use personal or organizational issued communication devices include: field trips, on-site essential communication, off-site programs, and in the case of emergencies. In these cases, use must be public and should be limited to necessary contacts only.

- **Gift Giving** Members should not give gifts to non-relative youth participants. If a member wishes to do something to support a particular youth or family, they should contact the Risk & Safety Manager to determine the best course of action. If a member wishes to purchase something for an entire group of children, they should contact their supervisor to determine the best course of action. 597

- **Babysitting** TNAC members are strongly discouraged from providing babysitting services to participants they have met through their service. While it cannot be prohibited, the following policies must be followed:

  - Members are prohibited from soliciting, advertising or in any way offering personal babysitting or related services to any program participant during service hours.
  - Members are prohibited from transporting children to or from Y, Partner Site, or other TNAC programs, in personal, babysitting, or 1:1 situations
  - Prior to babysitting for any family, members must notify the Program Director.

- **Overnight Activities** As a general rule, the Y does not allow overnight travel or trips. If there is a desire to run an overnight event with TNAC support (such as a lock in), the Site Supervisor must contact the TNAC Program Director. Any overnight activities will need to be approved by the Y's Risk and Safety Manager.

YMCA Driving Policies True North AmeriCorps members may be asked to drive as part of their service role. A Partner Site that anticipates having the member drive must inform the program in advance and abide by the policies listed below. *A partner site may not require the member to drive in situations in which they do not feel safe doing so.*

- All Members driving for TNAC service purposes must possess a current valid driver's license and their driving record must meet the qualifications of the Y's insurance carrier. It is the responsibility of every individual operating a Y association vehicle, partner site vehicle, or their own vehicle for TNAC service purposes to drive safely and obey all traffic, vehicle, safety and parking laws and regulations.

- **Prior to driving a Y or Partner Site Vehicle TNAC Members:** Complete a Motor Vehicle Report Background Check; Review and sign the "YMCA Driver Safety Agreement;" Submit a copy of valid driver's license to YMCA HR; Complete the West Bend Defensive Driving course
  - Y Vehicles may not be used for personal purposes. Members placed at non-Y sites may contact the TNAC Program Director to reserve Y vehicles for TNAC service-related purposes.
  - Partner Sites providing vehicles for members to drive must ensure the member has completed the steps above, feels comfortable driving the vehicle, and that the vehicle meets Minnesota requirements for safety, licensing, and insurance.

- **Legal Responsibilities:** The member is responsible for all speeding, parking, and driving related tickets and citations received while operating YMCA owned vehicles. Any tickets or citations received by the Y, other than those related to maintenance, will be submitted to the member who operated the vehicle at the time.While driving for TNAC service-related business members are expected to follow posted speed limits, practice defensive driving, wear seat belts, and take a sufficient number of driving breaks. Members may not use cell phones or smoke while operating a Y vehicle

- **Personal Vehicles:** In some instances it may be necessary for a TNAC member to drive their personal vehicle for the purpose of TNAC service-related activities. Members must maintain personal auto liability insurance aligning with Minnesota regulations. The Y is not responsible for any damages or fines incurred while conducting business in a personal vehicle.

  - **Members may not transport children or volunteers/staff under 18 in their personal vehicle for any reason.**
  - Partner Sites requiring Members to use their personal vehicle must provide mileage reimbursement for service-related driving 50 miles or greater from the Member's service site. Mileage may not be provided for

- **Transporting Kids:** TNAC Members may transport participants to and from programs and activities. Therefore, the following guidelines and policies apply:

- Authorized transportation should only happen in approved YMCA or Partner Site vehicles. 592 Members are never to transport children in their personal vehicles.
- Members are never allowed to transport youth in a one-on-one situation.
- Members must follow the Transportation Best Practices listed below.

- **Transportation Best Practices**
  - Require written permission from the primary caregiver for all youth on the trip. Take a copy of these permission forms and medical releases with them on the trip.
  - Require a roster of the youth on the trip. Use this roster to take attendance when boarding the vehicle, when leaving the vehicle, and periodically throughout the trip.
  - Have an additional adult besides the driver whenever possible. Additional adults should sit in seats that permit maximum supervision.
  - When possible, higher risk youth are seated by themselves or near the adult.
  - Drivers are not allowed to make unauthorized stops.
  - Where applicable, document the beginning and ending time of the trip and the mileage, names of the youth being transported, and the destination.
  - Any unusual occurrences should be documented by using an incident report.

Federal Policy: Prohibited Activities

The Partner Site will ensure the AmeriCorps members do not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

(1) Attempting to influence legislation;
(2) Organizing or engaging in protests, petitions, boycotts, or strikes;
(3) Assisting, promoting, or deterring union organizing;
(4) Impairing existing contracts for services or collective bargaining agreements;
(5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
(6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
(7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
(8) Providing a direct benefit to -
  (i) A business organized for profit;
  (ii) A labor union;
  (iii) A partisan political organization;
  (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
(v) An organization engaged in the religious activities described in this section, unless AmeriCorps assistance is not used to support those religious activities; and
(9) Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
(10) Providing abortion services or referrals for receipt of such services; and
(11) Census Activities. AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

(12)Election and Polling Activities. AmeriCorps members may not provide services for election or polling locations or in support of such activities. 599
(13) Such other activities as AmeriCorps may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-AmeriCorps funds. Individuals should not wear the AmeriCorps logo while doing so.

Federal Policies: Supplantation, Non-Duplication and Non-Displacement The following policies outline restrictions that govern the use of AmeriCorps assistance.

A. **Supplantation**:
AmeriCorps assistance may not be used to replace State or local public funds that had been used to support programs of the type eligible to receive AmeriCorps support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. **Non-Duplication:**
AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. **Non-Displacement:**
1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving AmeriCorps assistance may not perform any services or duties, or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
    i. Will supplant the hiring of employed workers; or
    ii. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
    i. Presently employed worker;
    ii. Employee who recently resigned or was discharged;
    iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out. [45 CFR 2540.100 (f)]

Federal Policy: Non-Discrimination TNAC and the Y do not discriminate In program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law. Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of Program Staff.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the

AmeriCorps. If you believe that you or others have been discriminated against, or if you want more information, contact: 200

Duluth Area Family YMCA
302 W 1st St Duluth, MN 55802
Kayla Martin, HR Manager, kmartin@duluthymca.org

Equal Opportunity Program (EOP)
AmeriCorps
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

The Y make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Site Supervisor, site contact, and/or Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. We will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures. Any member who believes that they have been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or Program Staff.

Note to Partner Sites: In any case of discrimination related to an AmeriCorps member, the Partner Site must contact TNAC Program Staff before taking action.

CIVIL RIGHTS AND NON-HARASSMENT

AmeriCorps has zero tolerance for the harassment of any individual or group of individuals for any reason. AmeriCorps is committed to treating all persons with dignity and respect. AmeriCorps prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from AmeriCorps, must be free from all forms of harassment. Whether in AmeriCorps offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any AmeriCorps employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

AmeriCorps does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a AmeriCorps employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

Supervisors and managers of AmeriCorps programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, must immediately take swift and appropriate action. AmeriCorps will not tolerate retaliation against a person who raises harassment concerns in good faith. Any AmeriCorps employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from AmeriCorps and all other Federal agencies.

Any person who believes they have been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any AmeriCorps *program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI).* OCRI may be reached at (202)606-7503, (202)606-3472 (TTY), eo@cns.gov or www.nationalservice.gov.

DIVERSITY EQUITY AND INCLUSION

True North AmeriCorps and the Y values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible differences present without our Program. We believe we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity.

By agreeing to be a Partner Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between TNAC and the Partner Site could be terminated.

E. SITE FINANCIAL RESPONSIBILITY: CASH MATCH

We are fortunate to be able to fully waive the cash match for this year due to additional federal funding match replacement.

F. SUPERVISOR IN-KIND REPORTING

Monthly In-Kind reporting is required as a Partner Site with a placed Member. In-kind contributions include the time, resources, and services that are supplied by a Partner Site. In other words, the *necessary and reasonable* expenses incurred as a result of hosting a True North AmeriCorps member. Supervisors will submit in-kind reports by the 5th of each month via OnCorps (https://mn.oncorpsreports.com) In-Kind reports must be documented on site in calendar, receipt, or invoice form and must be made available upon request for seven years.

1) **In-Kind Hours** Costs related to the direct supervision of the member: one-on-one or small group time (meetings, trainings, program planning). It is not program time.

    a) Site Supervisors who report in-kind must pass a National Service background check. The Program will pay for one supervisor per service term. If a supervisor changes or the supervisor misses a scheduled fingerprint appointment, it will be the sites responsibility to pay for the additional check.

2) **In-Kind Other** Refers to the *necessary and reasonable* costs of hosting a member such as:
    a) Office Space: the Partner Site must provide the member with access to workspace which includes a computer, internet, and all materials necessary to complete assigned tasks.
    b) Supplies: necessary items purchased for the member to use with students.
    c) Training: on-or off-site training that is provided to the member by the host site

3) **In-Kind Notes**
    a) Federal funding cannot be used to pay in-kind match unless accompanied by written authorization from the Federal Grants Officer giving authorization to use federal dollars as

match for another federally funded program. Example: if a Site Supervisor's salary from federal grant funds they're not be able to report supervisory hours 200

b) Sites that do not submit in kind will be charged a $1,500 fee per member at the end of the service term and may lose their ability to host a member in the future.

c) Receipts, invoices, or other proof of in-kind expenses must be retained by the program for 7 years and made available upon request.

TRUE NORTH AMERICORPS RESPONSIBILITIES

True North AmeriCorps (the Program) agrees to meet the following requirements and responsibilities as outlined by the Corporation, the Program, and its fiscal host, the Duluth Area Family YMCA.

A. MEMBER MANAGEMENT

1) **Recruitment** The Program will conduct broad, area-wide recruitment online and in person and will work with Partner Sites to develop site-specific recruitment plans. The Program will develop recruitment materials to distribute to Partner Sites.

2) **Selection** The Program will ensure candidates meet the minimum qualifications. The Partner Site selects the candidate they believe will be the best fit for their organization and position unless they have selected the "assigned" option. The Program will make every effort to match the Member with a Partner Site that provides the best fit for qualifications, time commitment, and personal development goals. *The Program reserves the right to make the final decision regarding the selection of AmeriCorps members.*

3) **Background Checks** The Program will conduct required National Service Criminal History background checks on all applicants prior to their official enrollment in the program. Positions are contingent on these results. The Program reserves the right to disqualify a member for not disclosing past criminal history or for not clearing the background checks.

   a. An individual is ineligible to serve with any AmeriCorps program if they:
      i. Refuse to consent to State Criminal Registry and/or FBI background checks.
      ii. Make a false statement concerning their criminal history.
      iii. Are registered or required to register as a Sex Offender..
      iv. Have committed murder as defined and described in 18 U.S.C. § 1111.

   b. Applicants may aslo be disqualified for any of the following: being convicted of child abuse, neglect, or maltreatment; being convicted of assault or drug charges within the last year; other charges as deemed significant by YMCA Human Resources

   c. Partner Sites are expected to do their due diligence in conducting their own background checks to determine eligibility based on any additional criteria of their own hiring policies.

4) **Benefits** The Program and/or AmeriCorps will provide the following benefits to the Member. Please see the Applicant Guide or other recruitment materials for the specific benefit amounts.

   a. Living Stipend paid twice monthly via direct deposit.
   b. Education Award upon successful completion of the program.
      i. May be used for past or future student debt and saved for 7 years.
      ii. May be gifted to a child, grandchild, or foster child if the member is over 55.
   c. Student Loan Forbearance and interest repayment on qualifying loans.
   d. Free Health Insurance if the Member is full-time (35 hrs/week) and qualifies.
   e. Child Care assistance if the Member is full-time (35 hrs/week) and qualifies.
   f. YMCA Membership which can be used nation-wide
   g. Workers Compensation for service-related issues and FICA *must submit incident reports to the Program Director within 24 hours*

5) **Training and Support** The Program will provide ongoing training and support to the Member and Site Supervisor. Additional training provided upon request. 203

a. **Program Updates** will be emailed to both the Member and Site Supervisor (at least monthly) including deadlines, events, helpful resources, and general information.

b. **Site Visits** with the Program, Member, and Site Supervisor will occur twice per service term. Once per term for Summer-Only Members

c. **Site Supervisors** will receive one or more trainings per service term. Program staff will check in regularly and provide additional training as needed.

d. **Member training** topics include: professionalism, mandated reporting, youth program quality best practices, social emotional learning, behavior management, cultural competency, trauma responsiveness, data tracking, volunteer mobilization, and more.

i. A calendar of events will be provided at the start of the term, updated as needed.
ii. The Member must be released from regular site activities for Program trainings.
iii. Members who miss training for any reason are required to make it up using the online materials provided by the Program. The Site should provide time for members to do this during normal service hours if possible.
iv. Members may be asked to attend special events which may include evenings or weekends. Adequate notice will be given so arrangements can be made to ensure full participation.

e. **Personnel Issues** Program staff will work in conjunction with the Site Supervisor and Member to resolve issues that may occur during the program year.

i. The Program has the authority to dismiss or suspend the Member for any reason in accordance with the rules of AmeriCorps.
ii. The Program may also reassign the Member to another Service Site or change the number of contracted service hours when necessary.
iii. The Program will consider holding the Member's living stipend or removing the Member from the Partner Site or the Program as needed, in accordance with the Program's policies and procedure.

f. The Program will provide appropriate support when:
i. A situation with the Partner Site or Site Supervisor prevents the Member from successfully completing their service term.
ii. Situations or life events occur that may delay or prevent the Member from successfully completing their service term.
iii. The Member experiences other challenges relating to their service or completion of service.

B. PROGRAM MANAGEMENT

1) **Member Personnel File** Program staff maintain a personnel file for each member, which includes pre-service enrollment and HR paperwork, background checks, incident documentation, and other materials as required.

2) **Site Selection** The Program will select Partner Sites whose missions are aligned with the Program, the Duluth Area Family YMCA and AmeriCorps.

3) **Reporting** The Program will send reminders and information to the Member and Site Supervisor regarding reporting requirements for the program.

a. Program staff monitor Member service hours as reported on their timesheets using OnCorps to ensure that Members are able to complete their term of service successfully.
b. Program staff will provide a mid-year status report to the Member and Site Supervisor

c. Program staff collect and report program data on a quarterly basis, including in-kind reports, member performance evaluations, and progress monitoring reports as those outlined by AmeriCorps regulations and agreed upon by ServeMinnesota and the Program
d. The Program will provide the Partner Site with relevant results from evaluation data analysis once this data has been reported to AmeriCorps.

Any questions about this agreement, program policies, or requirements should be directed to:

Alice Werle, Program Director awerle@duluthymca.org 218-722-4745 x169

STATEMENT OF UNDERSTANDING
True North AmeriCorps Partner Site Agreement
Service Term 2022-2023

This serves as an agreement between the Partner Site and the Program for the 2022-2023 program year. The terms of this agreement will begin upon Partner Site signature date and end on August 31, 2023 or the members last day of service. Any amendments to this agreement shall be done in writing.

The Program may, with five days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Partner Site Organization/Program Name	
Lead Contact Name	**Title**
Simone Zurich	Exec. Dir Finance, Business
Lead Contact Signature	**Date**
Simone Zurich	04.20.23
Site Supervisor Name	**Title**
Site Supervisor Signature	**Date**

THIS AGREEMENT MUST BE SIGNED AND RETURNED PRIOR TO MEMBER START DATE

ATTN: Alice Werle, TNAC Director
MAIL: 302 W 1st St Duluth, MN 55802
EMAIL: awerle@duluthymca.org

LUTHER COLLEGE

Memorandum of Understanding
2023 – 2024

Duluth PSD (MN ISD 709)

This memorandum of understanding is made and entered into between Luther College, Education Department, 700 College Drive, Decorah, Iowa 52101 and Duluth PSD (MN ISD 709), 4316 Rice Lake Rd, Ste 103, , Duluth, MN 55811.

PROVISIONS:

1. Luther College and Duluth PSD (MN ISD 709) agree to participate, if placements are available in the district, in a clinical field experience program, which includes, but is not limited to student teaching, student observations, and other field experiences.

2. Luther College will provide supervision, by one or more Luther faculty member(s) or a credentialed specialist in education, for students participating in clinical field experiences that are placed in Duluth PSD (MN ISD 709).

3. Student teachers and other field experience enrollees of the Luther College Education Department are to comply with all the contracted school district's rules, regulations, and policies. Termination or change in assignment will be the option of Duluth PSD (MN ISD 709), as well as the option of Luther College, should circumstances warrant such an action.

4. Cooperating teachers must have at least three years of teaching experience in the appropriate subject area and grade level. It may not be their first year in their current assignment/building.

5. Luther College's clinical field experience program requires all students to be screened for any history of criminal behavior. Students are required to follow the guidelines set by Duluth PSD (MN ISD 709) for this process.

☐ Duluth PSD (MN ISD 709) has a system in place by which the student can complete this requirement.

☐ Duluth PSD (MN ISD 709) requires Luther College to process a National background check for the student. The student will be required to pay the processing fee and submit the completed report to Duluth PSD (MN ISD 709). This background check will include:

- National Sex Offender Registry
- National Criminal Database
- Criminal Search – County
- ID Trace Pro

6. Duluth PSD (MN ISD 709) and Luther College agree to provide equal educational opportunities and equal access to facilities for all qualified persons. To not discriminate in employment, educational programs, and activities on the basis of age, color, creed, disability, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, veteran status, or any other basis protected by federal or state law. This commitment includes the provision of a campus environment that is free from discrimination and harassment. The college will not tolerate any form of illegal discrimination or harassment and will not condone any actions or words that constitute such.

7. In gratitude, Luther College pays cooperating teachers a stipend for each student placed in a clinical field experience. Payment is to be made at the end of each semester after the Luther College Education Department receives the completed assessments (2 observation feedback reports; 2 evaluations) from the cooperating teacher. Payment for a student teacher who has withdrawn prior to the middle of the placement shall be one-half of the normal reimbursement with payment to be made at the end of the period.

- January Term beginning practicum (EDUC 185 & EDUC 215) - $75
- January Term developing practicum (Methods) - $100
- Student teaching
  - 4 weeks - $100
  - 7-10 weeks - $175

Luther College will send the stipend payment to the cooperating teacher's home address unless the box below is checked.

☐ Please check here if Duluth PSD (MN ISD 709) **requires** cooperating teacher's stipend payments to be sent directly to the District instead of the cooperating teacher.

Printed Name: Simone Zemich Title: Exec Director Bs Service + Finances
Representative, Duluth PSD (MN ISD 709)

Signature: Simone Zemich Date: May 1 2023
Representative, Duluth PSD (MN ISD 709)

Signature: Elliott D Johnson Date: 4/20/2023
Department Chair, Luther College Education Department

Revenue Contracts Signed
April 2023

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
Minnesota Department of Education (MDE)	$5,351.67*	MTSS Coord.	Amendment to Project Aware Grant from MDE

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AMENDMENT COVER SHEET

(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Education (MDE)

Name of Governmental Unit: Duluth Public School District #709

Current Contract Term: January 18, 2022 to September 29, 2026

Project Identification: SWIFT contract #205996, Joint Powers Agreement for Project AWARE

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☐ **Amendment to the Expiration Date of the contract**

   a. Proposed New Expiration Date:

   b. Why is it necessary to amend the Expiration Date?

2. ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**

   a. Describe the amendment: Unspent funds from Year 1 (in the amount of $174,648.33) plus an additional $5,351.67 is being added to be used through September 29, 2023 to add Restorative Practices training opportunities, increase consultation support for implementation of CBITS and Bounce Back, and to further the implementation of district-wide Social Emotional Learning (SEL) curriculum and community mental health awareness events.

   b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

   $1,860,000.00 (original Joint Powers Agreement total)

   +$5,351.67 (amendment #1 increase)

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$1,865,351.67 (new Joint Powers Agreement grand total)

3. ☒ Amendment to change other terms and conditions of the contract:

a. Describe the changes that are being made: The MDE office has changed locations so the address is being updated. HR/LR Policy #1446 was rescinded May 24, 2022 so clause #12 is being removed from this Agreement. The subsequent clauses after clause 12 are being renumbered.

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Amendment #1 to SWIFT Joint Powers Agreement No. 205996

Agreement Start Date:	January 18, 2022	Total Agreement Amount:	$1,865,351.67
Original Agreement Expiration Date:	Sept. 29, 2026	Original Agreement:	$1,860,000.00
Current Agreement Expiration Date:	Sept. 29, 2026	Previous Amendment(s) Total:	$0.00
Requested Agreement Expiration Date:		This Amendment:	$5,351.67

This first amendment is by and between the State of Minnesota, acting through its Commissioner of Department of Education ("State" or "MDE") and Duluth Public School District #709 whose designated business address is 215 North 1st Avenue East, Duluth, MN 55802 ("Governmental Unit"). State and Governmental Unit may be referred to jointly as "Parties."

Recitals

1. The State has a Joint Powers Agreement ("Agreement") with the Governmental Unit identified as SWIFT Contract Number 205996 ("Original Contract") to implement comprehensive mental health services within Duluth Public School District #709 area for the Project AWARE federally funded project.

2. Amendment #1 is being done to add additional funds to existing tasks outlined in this Agreement to add Restorative Practices training opportunities, increase consultation support for implementation of CBITS and Bounce Back, and to further the implementation of district-wide SEL curriculum and community mental health awareness events. The MDE office has moved location so the address is being updated. HR/LR Policy #1446 under clause 12 was rescinded May 24, 2022 so that clause is being removed. The subsequent clauses are being renumbered after clause 12. This additional funding and the unused funding from Agreement Year 1 must be used by September 29, 2023.

3. The State and the Governmental Unit are willing to amend the Original Agreement as stated below.

Joint Powers Agreement Amendment #1

In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

REVISION 1. Clause 2 **"Agreement between the Parties"** is amended as follows:

2. Agreement between the Parties

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

a. By March 2022, train-the-trainer cadres will be developed for Youth Mental Health First Aid (YMHFA) and by November 2024 for Sources of Strength (SOS).
b. By March of 2022, two key district staff from this school district will be trained on Cognitive Behavior Interventions for Trauma in Schools (CBITS) and Bounce Back (BB).
c. By September 2022, all school staff in this school district will receive training on trauma informed schools and adverse childhood experiences (ACES).
d. By September 2023, student supports teams in this school district will be trained on CBITS and BB.
e. By September 2024, all school staff in this school district will receive training in the school mental health referrals pathways protocol.

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f. By August 2026, this school district will have established infrastructure and practices in place for Medicaid billing for mental health services to improve policy, practices, and sustainability for Comprehensive School Mental Health (CSMH) Systems across the Duluth district.

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

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

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

a. By March 2022, this school district will have a Project AWARE Advisory Group in place. This advisory group should be comprised of district and school staff, students, and family members.
b. By May 2023, this school district will host two community-wide mental health awareness events.
c. By August 2023, this school district will have the capacity to conduct inclusive family engagement on CSMH.
d. By October 2024, MN Project AWARE staff from this school district will train a student group on Kognito's Friend2Friend.
~~d.~~e. By October 2025, MN Project AWARE staff from this school district will train a student group on ~~the YMHFA~~ Teen Mental Health First Aid (tMHFA) and/or SOS peer-to-peer programs.

2.4 This school district will provide quarterly updates on evaluation activities including quarterly reporting of data, or as specifically requested by MDE staff, on Project AWARE activities. Each calendar year the quarter timeline will be: Quarter One is from ~~October 1~~ September 30 to December 31 with reports due no later than January 15; Quarter Two is from January 1 to March 31 with reports due no later than April 15; Quarter Three is from April 1 to June 30 with reports due no later than July 15; and Quarter Four is from July 1 to September ~~30~~ 29 with reports due no later than Oct 15. Data reports will include:

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

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- Knowledge/Attitudes/Beliefs (number and percentage of individuals who have demonstrated improvement in knowledge, attitudes, or beliefs related to prevention and/or mental health promotion)

b. SAMHSA National Outcomes Measures (NOMs) indicators

~~c. Government Performance Results Act (GPRA) interviews with students directly served by Project AWARE, to be conducted at intake, every 6 months during service duration, and at discharge.~~

~~d.~~c. Narrative description of successes achieved and difficulties encountered

~~e.~~d. Pre and post-training surveys

~~f.~~e. SHAPE results

2.5 By September 29, 2023, this school district will utilize the additional funding and the unused funding from Agreement Year 1 provided by Amendment #1, once executed, to do the following tasks:

a. Provide Restorative Practices trainings and resources for staff.

b. Facilitate additional school and community mental health awareness events.

c. Provide consultants for clinical support of implementation of CBITS and Bounce Back.

d. Purchase supplies and trainings to further the implementation of district-wide Social Emotional Learning (SEL) curriculum.

REVISION 2. Clause 3 **"Payment"** is amended as follows:

3. **Payment**

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

3.1 Compensation. The Governmental Unit will be paid following acceptance of the deliverables described in this Agreement for conducting the services under clause 2 in accordance with the budget in Exhibit A-1 that is attached and incorporated into this Agreement.

3.1.1 Supporting documentation, which includes but is not limited to supply receipts, are retained by the Agreement recipient for auditing purposes. All supporting documentation must be kept by the Agreement recipient for the full duration of this Agreement plus a minimum of six additional years per state and federal audit retention requirements.

3.2 The total obligation of the State under this Agreement will not exceed ~~$1,860,000.00~~ **$1,865,351.67**.

3.3 Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the goods received or services actually performed, and the State's Authorized Representative accepts the invoiced goods or services. Invoices ~~must~~ should be submitted timely and according to the following schedule:

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

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

The invoice should include the following information:

- MDE's Authorized Representative's name;

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- The SWIFT Agreement number;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:
Minnesota Department of Education
Attn: Accounts Payable Department
~~1500 Highway 36 West~~ 400 NE Stinson Blvd.
~~Roseville, MN 55113-4266~~ Minneapolis, MN 55413

REVISION 3. Clause 4 **"Authorized Representatives"** is amended as follows:

4. **Authorized Representatives**

The State's Authorized Representative is Brienne LaHaye, Project AWARE Coordinator, ~~1500 Highway 36 West, Roseville, MN 55113~~ 400 NE Stinson Blvd., Minneapolis, MN 55413, 651-582-8407, Brienne.LaHaye@state.mn.us, or her successor.

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

REVISION 4. Clause 12 **"Vaccination/Testing Requirements"** is removed from the Agreement as it was rescinded May 24, 2022:

~~12. **Vaccination/Testing Requirements**~~

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

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

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

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

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

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

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

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

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REVISION 5. Clause 13 **"Accessibility Standards"** is amended as follows:

~~13.~~ 12. **Accessibility Standards**

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

a. For additional information on how to make your documents accessible please visit the following link Accessible Electronic Documents / Minnesota IT Services (mn.gov) (https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/).

~~a.~~b. Contact the Communications Office (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.

~~b.~~c. For questions regarding the accessibility of software, websites or applications, contact Kim Wee (kim.wee@state.mn.us).

REVISION 6. Clause 14 **"Publications or Other Content Intended for Dissemination"** is amended as follows:

~~14.~~ 13. **Publications or Other Content Intended for Dissemination**

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

a. Use only print-quality department logo. Request a copy from the MDE Communications Office (mde.communications@state.mn.us).
b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
d. Copy must be free of typographical and grammatical errors.
e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Governmental Unit must also provide the Word or PowerPoint file.
h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

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REVISION 7. Clause 15 **"Plain Language"** is amended as follows:

~~15.~~ 14. **Plain Language**

The Governmental Unit must provide all deliverables in "Plain Language." Executive Order ~~14-07~~ 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order ~~14-07~~ 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, ~~Contractor~~ the Governmental Unit will take the following steps in the deliverables:

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

REVISION 8. Clause 16 **"Force Majeure"** is amended as follows:

~~16.~~ 15. **Force Majeure**

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

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

Signature page to follow

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

Print Name: Jennifer Fleckner

Signature: DocuSigned by: Jennifer Fleckner B024FC320BF94B1...

Title: SPA- Principal Date: 3/29/2023

SWIFT Contract No. 205996

2. Governmental Unit

Print Name: Simone Zunich

Signature: DocuSigned by: Simone Zunich 542B3201FC46467...

Title: Exec. Dir. of Finance and Business Services Date: 3/29/2023

3. Minnesota Department of Education
With delegated authority

Print Name: Andre Prahl

Signature: DocuSigned by: Andre Prahl 8737A85DF8A14AA...

Title: Agency Finance Director Date: 3/31/2023

4. Commissioner of Administration
As delegated to The Office of State Procurement

Print Name: Rachel Dougherty

Signature: DocuSigned by: Rachel Dougherty DD8CD649A70445F...

Title: Contracts Manager Date: 4/6/2023

Admin ID: 74804

Signature page to amendment #1 for Agreement #205996

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DEPARTMENT OF EDUCATION

Exhibit A-1 - Project AWARE Joint Powers Agreement Budget Narrative: Duluth Public School District #709

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

	Amount for Year 1 (1/18/22 – 9/29/22)	Yearly Amount for Year 2 (9/30/22 – 9/29/23)	Yearly Amount for Years 3 through 4	Yearly Amount for Year 5	Total Amount
110-299: Salary and benefits • 1.0 FTE Project AWARE Coordinator • 1.0 SEL Interventionist • Misc. salary payments (sub pay for teachers to attend trainings, additional support staffing hours over summer, etc.)	~~$233,500~~ $128,913.69	~~$258,000~~ $344,751	~~$258,000~~ $307,000	~~$265,840~~ $312,000	~~$1,273,340~~ $1,399,664.69
366-389: Professional development • National School Mental Health Conference • State School Mental Health Conference • Other conference/training attendance	~~$20,000~~ $8,357.50	~~$1,500~~ $45,125	~~$1,500~~ $30,000	~~$1,000~~ $15,000	~~$25,500~~ $128,482.50
303-304: Contracts • Training contracts for evidence-based trainings named in the grant (CBITS/Bounce Back trainings and consultation, Youth Mental Health First Aid, tMHFA, PREPaRE, Sources of Strength, Restorative Practices, etc.) • Funding to supplement DHS School Linked Mental Health Provider MOU's. • Additional School Linked Mental Health Provider contracts.	~~$16,000~~ $18,612.12	~~$75,500~~ $42,300	~~$75,500~~ $12,000	~~$58,160~~ $12,000	~~$300,660~~ $96,912.12

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430 & 490: Supplies and Food • Social-Emotional Learning (SEL) Curriculum and supplies • PBIS supplies • Software for billing of school-based services • Youth Mental Health First Aid and tMHFA training participant materials • Student supplies for Tier 2 mental health interventions • Incentives for student and family participation in evaluation activities, as allowable by federal funding guidelines. • Food for families at family and community engagement events, as allowable by federal funding guidelines ($3/person/event).	~~$75,500~~ **$34,027.03**	~~$10,000~~ **$107,824**	~~$10,000~~ **$11,000**	~~$5,000~~ **$6,000**	~~$110,500~~ **$169,851.03**
895: Indirect	~~$30,000~~ **$10,441.33**	~~$30,000~~ **$15,000**	~~$30,000~~ **$15,000**	~~$30,000~~ **$15,000**	~~$150,000~~ **$70,441.33**
TOTALS	**Total Amount for Year 1 =** ~~$375,000~~ **$200,351.67**	**Total Amount for Year 2 = $555,000**	**Total Amount for Years 3 through 4 = $750,000**	**Year 5 Amount = $360,000**	**Grand Total =** ~~$1,860,000~~ **$1,865,351.67**

Grant Applications
April 2023

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
Duluth Superior Area Community Foundation	Keely Waechter/Drama Advisor	Denfeld Drama	$2,000.00	We are working on a collaboration with New Native Theater in the Twin Cities to provide theater workshops that are lead by Native Artists and are welcoming to our Native Community, all students will be invited to join but we will intentionally reach out Native Students and focus on indigenous culture and representation.
ESSER FUNDS	Erika Drengler/Curriculum Specialist	Physical Education	$2,500.00	Maintenance for our bike fleet