

## Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 15, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### 1. Consent Agenda

#### A. Approval of Minutes from Past School Board Meetings

- |  |   |
|--|---|
| 1) Regular School Board Meeting - July 18, 2023                | 3 |
| 2) Special School Board Meeting Re: Properties - July 27, 2023 | 6 |

#### B. Approval of Action Items

- |  |    |
|--|----|
| 1) <u>Human Resources</u>  |    |
| a. Approval of Settlement Agreement with Employee  |    |
| b. HR Staffing Report  | 8  |
| 2) <u>Finance</u>  |    |
| a. Financial Report - July financials will be provided at a later date (after audited)                                 |    |
| b. Fundraisers   | 9  |
| c. <u>Bids, RFPs and Quotes</u> - None   |    |
| d. <u>Contracts, Change Orders, Leases</u>   |    |
| (1) Contract - City of Duluth School Resource Officer (SRO) 2023-2025  | 10 |
| (2) Change Order - Involta Contract (timeline extension due to contract error) - Extending from 36 months to 60 months | 21 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u>  |    |
| 4) <u>Other</u>  |    |
| a. <u>Diploma Requests</u> - None  |    |
| b. <u>Field Trip Requests</u> - None   |    |
| c. <u>Data Sharing Agreements</u>  | 32 |

#### C. Approval of Policy Readings

- |   |    |
|---|----|
| 1) <u>First Readings</u>  |    |
| a. 904 Distribution of Materials on School District Property by Non-School Persons  | 36 |
| 2) <u>Second Readings</u> - None  |    |
| 3) <u>Annual Review</u>   |    |
| a. 103 - Complaints - Students, Employees, Parents, Other Persons   | 40 |
| b. 505 Distribution of Non-School Sponsored Materials on School Premises by Students & Employees (to replace 5165 with the same name) | 50 |

#### D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all

informational and action items represented in the Regular School Board Meeting Report of each committee.

- |  |            |
|--|------------|
| 1) <u>Monthly Committee of the Whole - August 9, 2023</u>              | <u>69</u>  |
| 2) <u>Policy Committee - August 9, 2023</u>                            | <u>81</u>  |
| 3) <u>Human Resources/Business Services Committee - August 9, 2023</u> | <u>100</u> |

Regular School Board Meeting  
 Tuesday, July 18, 2023 6:30 PM Central

Duluth East High School  
 301 N 40th Ave E  
 Duluth, MN 55804

Kelly Durick Eder: Present  
 David Kirby: Present  
 Rosie Loeffler-Kemp: Present  
 Jill Lofald: Present  
 Alanna Oswald: Present  
 Amber Sadowski: Present  
 Paul Sandholm: Present  
 Present: 7.

Others Present:  
 John Magas, Superintendent  
 Patty Paquette, Secretary

1. Call to Order at 6:37 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to approve the agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
 Yea: 7, Nay: 0

5. School and Community Recognition - None

6. Public Comment - None

7. Reading Communications, Petitions, Etc.

8. Report of the Superintendent

8.A. Reports from Student School Board Representatives - None

8.B. Superintendent's Report

Each school board member shared their thoughts around the referendum.

8.C. Schedule of Meetings and Events

9. Report of Standing Committees

9.A. Committee of the Whole

9.A.1) Monthly Committee of the Whole (*July 13, 2023*)

Discussion was had on the Committee of the Whole.

#### 9.B. Human Resources/Business Services Committee (*July 11, 2023*)

#### 9.C. Policy Committee (*July 11, 2023*)

Discussion was had on the Policy Committee Report.

### 10. General Board Committee Updates

#### 11. Consent Agenda

Move to approve the Consent Agenda. This motion, made by Kelly Durick Eder and seconded by David Kirby, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

### 12. Resolutions from Committee Reports

12.A. B-7-23-3974 - FY25 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan  
Move to pass resolution B-7-23-3974 FY25 Long Term Facilities Maintenance Plan (LTFM). This motion, made by Paul Sandholm and seconded by Amber Sadowski, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

12.B. B-7-23-3975 - FY24 Commercial Insurance Renewal  
Move to approve resolution - B-7-23-3975 - FY24 Commercial Insurance Renewal. This motion, made by Amber Sadowski and seconded by Paul Sandholm, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

12.C. B-7-23-3976 - Acceptance of Donations to Duluth Public Schools  
Move to approve resolution B-7-23-3976 - Acceptance of Donations to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

### 13. Special Resolutions and Action Items

13.A. E-7-23-3973 Designation of Identified Official with Authority (IOwA) for Head Start  
Move to approve Resolution E-7-23-3973 Designation of Identified Official with Authority (IOwA) for Head Start. This motion, made by David Kirby and seconded by Rosie Loeffler-Kemp, Passed.  
Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

13.B. SP-7-23-3977 School Board Members to Attend 2023 MSBA Summer Leadership Seminar

Move to approve resolution SP-7-23-3977 School Board Members to Attend 2023 MSBA Summer Leadership Seminar. This motion, made by Kelly Durick Eder and seconded by Paul Sandholm, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

13.C. B-7-23-3978 - Authorizing the Sale of Real Property with the Street Addresses of 3200 W. Superior St. & 330 Garfield Ave., each in Duluth, Minnesota

Move to approve resolution B-7-23-3978 - Authorizing the Sale of Real Property with the Street Addresses of 3200 W. Superior St. & 330 Garfield Ave., each in Duluth, Minnesota. This motion, made by Paul Sandholm and seconded by Rosie Loeffler-Kemp, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

13.D. B-7-23-3979 - Resolution Relating to the Issuance of General Obligation Bonds and Authorizing a Capital Project Levy of the School District and Calling an Election

Move to approve resolution B-7-23-3979 - Resolution Relating to the Issuance of General Obligation Bonds and Authorizing a Capital Project Levy of the School District and Calling an Election. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

Discussion was had on this topic.

#### 14. Questions / Other

##### 14.A. 2022-2023 Harassment Complaint Report

#### 15. Adjournment

Move to adjourn at 8:08 p.m. This motion, made by Kelly Durick Eder and seconded by Alanna Oswald, Passed.

Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 7, Nay: 0

Special [Closed] School Board Meeting -  
Properties  
Thursday, July 27, 2023 4:00 PM Central

United Health Group (UHG)  
4316 Rice Lake Rd  
Suite 108  
Duluth, MN 55811

Kelly Durick Eder: Absent  
David Kirby: Present  
Rosie Loeffler-Kemp: Absent  
Jill Lofald: Present  
Alanna Oswald: Absent  
Amber Sadowski: Present  
Paul Sandholm: Present  
Present: 4, Absent: 3.

Others Present:  
John Magas, Superintendent

1. Call to Order at 4:04 p.m.

2. Roll Call

3. Closed Session

The Open Meeting Law, Minnesota Statute section 13.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Move to convene to a closed session at 4:06 p.m. This motion, made by Paul Sandholm and seconded by David Kirby, Passed.

Kelly Durick Eder: Absent, Rosie Loeffler-Kemp: Absent, Alanna Oswald: Absent, David Kirby: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 4, Nay: 0, Absent: 3

Move to reconvene to open session at 4:36 p.m. This motion, made by Jill Lofald and seconded by Paul Sandholm, Passed.

Kelly Durick Eder: Absent, Rosie Loeffler-Kemp: Absent, Alanna Oswald: Absent, David Kirby: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 4, Nay: 0, Absent: 3

4. Official Action Related to Closed Session, If Necessary

Approval to accept the purchase offer and proceed with the sale of real property known as the Transportation Building with the street address of 3200 W. Superior Street in Duluth, MN

Move to accept the purchase offer and proceed with the sale of real property known as the Transportation Building with the street address of 3200 W. Superior Street in Duluth, MN. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

Kelly Durick Eder: Absent, Rosie Loeffler-Kemp: Absent, Alanna Oswald: Absent, David Kirby: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 4, Nay: 0, Absent: 3

#### 5. Official Action Related to Closed Session, If Necessary

Resolution B-7-23-3980 Authorizing the purchase of real property located at 410 and 424 West Superior Street in Duluth, MN

Move to approve Resolution B-7-23-3980 Authorizing the purchase of real property located at 410 and 424 West Superior Street in Duluth, MN. This motion, made by Jill Lofald and seconded by David Kirby, Passed.

Kelly Durick Eder: Absent, Rosie Loeffler-Kemp: Absent, Alanna Oswald: Absent, David Kirby: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 4, Nay: 0, Absent: 3

#### 6. Adjournment

Move to adjourn at 4:39 p.m. This motion, made by David Kirby and seconded by Paul Sandholm, Passed.

Kelly Durick Eder: Absent, Rosie Loeffler-Kemp: Absent, Alanna Oswald: Absent, David Kirby: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 4, Nay: 0, Absent: 3

**HUMAN RESOURCES ACTION ITEMS FOR: AUGUST 15, 2023**

<b><u>CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BORCHARDT, JOSHUA D	Science/Biology/Denfeld, (MA+45) IV 6 1.0, Bellavance K. resigned	08/29/2023
BREITKREUTZ, MARINDA	Elementary Math Interventionist/Stowe, (MA) IV 9 1.0, Stresow, K transferred	08/29/2023
CARLAND, DANIEL J	Sped Resource Teacher/Piedmont, (BA+15) III 4 1.0,	08/29/2023
COLEMAN, SHAQUILLE A	Integration Specialist/Myers-Wilkins, \$38,159/year, Watkins M. resigned	08/14/2023
FLOHAUG, KELLY D	Principal/East, 4 1.0, Seboe. D	08/07/2023
HALVORSON, PAUL D	Elementary Music Specialist/Piedmont, Chester Creek, (BA)III 1 1.0,	08/29/2023
KONIETZKO, LUKE J	Math/Lincoln Park/Ordean, (BA) IV 1 1.0,	08/29/2023
LUNDE, ALYSSA D	Sped Resource Teacher/Denfeld, (BA) III 5 1.0, Henderson, R. transferred	08/29/2023
MAYER, PENNY L	LTS Preschool Teacher/Laura MacArthur, (BA) III 5 1.0,	08/29/2023
NELSON, LACEY J	Sped SMI Setting III Teacher/Laura MacArthur, (BA) III 1 1.0, Peterson J. transferred	08/29/2023
O'CONNOR, SARAH L	FACS Teacher/Lincoln Park, (MA) IV 8 1.0,	08/29/2023
POLSON, ROBERT I	Social Studies Teacher/East, (BA) III 6 0.4, displacement Anderson, P.	08/29/2023
PUTZ, ANABELLE M	Visual Arts/Lakewood, Stowe, (BA) III 1 1.0,	08/29/2023
SODERBERG-CARLSON, TAMARA L	Sped Speech Language Path/District Wide, (MA) IV 1.0,	07/17/2023
STEJSKAL, JESSICA N	Sped ASD III Teacher/East, (MA) IV 2 1.0, Bartlette, S displaced	08/29/2023
TEMPLE-RHODES, VIRGINIA S	Adult Basic Ed Teacher/Duluth Adult Ed, (BA) III 4 0.75, replaced Edwards K.	08/29/2023
WALTON, MELISSA R	Elementary Library Media Specialist/Lowell, (MA) IV 9 1.0, Anderson, Kevin transferred	08/29/2023
WHEELER, CAMIE J	Sped Audiologist/District Wide, (PHD) V 9 1.0, Spaete, K. resigned	08/29/2023
WISOCKI, ADAM T	Hospitality Careers/Food Teacher/East, (MA)IV 1.0,	08/29/2023
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BARTLETTE, SHAWN H	SPED TEACHER/EAST HS	07/28/2023
BOBBE, JOHN M	DIGITAL INNOVATION COORD/DW	07/27/2023
COOK, JESSICA L	BUILDING PRINCIPAL/STOWE	07/27/2023
LARSON, JAMES B	ORCHESTRAS DIRECTOR/EAST	06/09/2023
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
RANFRANZ, SUSAN M	VISUAL ARTS TEACHER/EAST	12/11/2023
<b><u>NON CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUCHHEIT, KAITLIN A	Sped BW Para/Lowell, 31.25/32wks, \$18.74/hr,	08/29/2023
BURRIS, SARAH E	Supervisor of Special Services/District Wide, \$2,070/week,	08/21/2023
FREUNDSCHUH, GRACE E	Paraprofessional/Lester Park, 32.5/38Wks, \$19.77/Hr,	08/29/2023
FRISK, KARL G	Bus Driver/Transportation, 40/52Wks, \$21.08/Hr	07/31/2023
GRANT, MARLON J	Integration Specialist/District Wide, \$43,517/year,	08/15/2023
GROCHOWSKI, JODI M	OSS Attendance/Defeld, 40/44wk, \$16.82/hr,	08/07/2023
KILLIAN, JOSEPH J	Transportation Supervisor/Transportation, \$1,385/wk,	07/31/2023
OSUCHUKWU, CHIBUZO J	Integration Specialist/Lowell, \$38,159/year, Yang L. retired	08/14/2023
POTTS, MEGAN R	Paraprofessional/East, 32.5/38Wks, \$19.56/Hr,	08/29/2023
PROM, SARAH E	Paraprofessional/Denfeld, 21.5/38Wks, \$17.77/Hr,	08/29/2023
<b><u>NON CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BECK, KAYLIE M	CHILD SPECIFIC SPED PARA/LINCOLN PARK	08/03/2023
BYLER, AMBER-SKIE L	SCHOOL CUSTODIAN II DW	07/19/2023
CLEVELAND, KATHRYN E	DIGITAL INNOVATION SPECIALIST/DW	08/04/2023
ERDAHL, RACHEL L	BW SPED PARA/ORDEAN-EAST	07/21/2023
GARVEY, SARAH G	BW SPED PARA/LESTER PARK	06/09/2023
HILLMAN, MICHAEL E	SPED PROG PARA/EAST	07/28/2023
JOHNSON, MATTHEW L	HEALTH, SAFETY, ENVIRONMENTAL COORD/DW	08/04/2023
KACZOR, THOMAS S	BW SPED PARA/MYERS-WILKINS ES	07/17/2023
OLSON, NICOLE M	SPED ECSE PARA/LAKEWOOD & LESTER PARK	07/31/2023

**Fundraisers Reported  
July 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park ES	Schoolwide	\$887.00	Yearbook sales
Denfeld HS	Cheerleading	\$500.00	We would like to sell DHS static cling stickers for car windows at the DHS football games. We would have a table set up near the stadium and would accept cash

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the “School District”, and the CITY OF DULUTH, hereinafter referred to as “City”.

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### **ARTICLE I**

#### **SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES**

1. For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.2. The duties of the school resource officer include the following:

- a. SROs will not have responsibility for enforcement of school discipline.
- b. Actively promote the goals and mission statement of the Duluth Police Department as well as ISD 709 provided they don’t conflict.

- c. Promote and participate in the Department's community policing efforts.
- d. Conduct preliminary and follow-up investigations, to include interviews, collection of evidence, prepare and serve warrants, and submit cases to the St. Louis County Attorney's Office for juvenile prosecution.
- e. Work in cooperation with agencies that serve juvenile justice needs, to include government and supportive service agencies.
- f. Work with entities outside the school to resolve issues involving juvenile behavior.
- g. Serve as a resource to staff, administration, parents and students regarding juvenile justice issues. Be a resource for students who may need help for any reason. This may include speaking or presenting to a class or other venues on topics relating to school safety and student welfare.
- h. Participate in student and family orientation programs, School conferences, and other events mutually beneficial to fostering relationships in the school environment.
- i. Meet or participate in student-focused teams in school.
- j. Respond to requests to present in classrooms.
- k. Participate as a school staff member in school meetings and trainings.
- l. Make referrals to the appropriate community service agencies or school personnel when the SRO is made aware of information or observes conditions that jeopardize the welfare of students.
- m. When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family, consulting with probation, social services, Juvenile Detention Alternatives Initiatives (JDAI) community coaches, or other appropriate organizations. Other courses of action to punitive measures may also include school, or community-based restorative programs.
- n. Establish a close association with youth who have committed delinquent acts to reduce recidivism.

- o. Monitor runaway reports, and take action when appropriate. Make referrals to the appropriate human service agencies.
- p. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.
- q. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.
- r. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.
- s. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority within the school.

## **ARTICLE II**

### **FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

2. The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2023-2024 school year and will continue through the end of the 2024-2025 school year, terminating on Thursday, June 5, 2025. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties.

2.1 During the term of this Agreement, school resource officers shall be made available to the School District on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year. In the event of an individual absence, backup SRO officers from other

buildings will be utilized as mutually agreed upon by DPD and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.2 School District agrees to pay to City for a total of four (4) school resource officers in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

**2023-2025 School Resource Officer, 2-year contract:**

Year 2023-2024: 7% increase from previous year, rate per officer is \$79,284.25 and \$317,137.00 total reimbursement for the 2023-2024 school year.

Year 2024-2025: 7% increase from previous year, rate per officer is \$84,834.00 and \$339,336.00 total reimbursement for the 2024-2025 school year.

**2023-2025 Community Policing Sergeant, 2-year contract:**

Year 2023-2024: 3% of average salary/fringe for a total reimbursement of \$4,598; and

Year 2024-2025: 3% increase from previous year for a total reimbursement of \$4,736.

The Community Policing Sergeant is responsible for daily oversight of the program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

a. Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1<sup>st</sup> of each school year; and

b. Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15<sup>th</sup> of each year.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

**ARTICLE III**

**RESPONSIBILITY OF SCHOOL DISTRICT**

3. The School District shall be responsible for the following duties and/or

services:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.
- b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.
- c. Require its principals to coordinate the efforts of the school resource officer within the schools.
- d. Provide time/opportunities for SRO interaction at the elementary level.
- e. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule.
- f. Provide opportunities for educational-specific training that would benefit the SRO in a school setting.
- g. Participate in the interview process for new SROs.

#### **ARTICLE IV**

#### **RESPONSIBILITY OF CITY**

4. The City shall be responsible for the following duties and/or services:
  - a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Article II, above.
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee.
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
  - d. Provide training and education within the scope of the Police Department of the City.
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.

- f. The City will collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs.
- g. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course.
- h. If an SRO separates from employment, the City will fill the vacant position with a qualified candidate as soon as possible.

## **ARTICLE V JOINT RESPONSIBILITIES**

- 5. The City and ISD shall both be responsible for the following:
  - a. Conduct yearly performance evaluations of the SROs with input from school administrators.
  - b. Annual evaluation of the SRO program. SROs will have a flexible schedule during the school day to attend after-school events.
  - c. Establish process between school administrator and the police department to address concerns and complaints.
  - d. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

## **ARTICLE VI INDEMNITY AND HOLD HARMLESS**

- 6. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved, modified, altered, or developed by the

City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

6.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

6.2 The indemnity provisions of Paragraph 6 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

6.3 The indemnity provisions of Paragraph 6.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

6.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

6.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

## **ARTICLE VII GENERAL PROVISIONS**

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

7.1 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of

this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

7.2 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.

7.3 This Agreement, together with all of 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.

7.4 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

7.5 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 4316 Rice Lake Road, Duluth Minnesota 55811 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

7.6 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

7.7 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

7.8 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

7.9 The understandings of Paragraph 7.8 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.  
709

By: \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

#### SCHOOL RESOURCE OFFICER

#### I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

#### II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

#### III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe<sup>20</sup> School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

July 11, 2023

Hello,

We need to have the school board sign the updated Involta service order.

The first one they signed was for 36 months. They made an error and it should have been for 60 months.

I have attached the first signed copy (36 Month) and also the new copy for 60 months.

Please have them sign the 60 month copy.

Thank you,

Coleen Nordwall

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, Purchasing Coordinator  
**SUBJECT:** BID – 1307 Data Center Colocation Services  
**DATE:** December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **\$534,480** be accepted. They anticipate our five (5) year cost will be less than half at \$199,260, but would need to award this bid for the maximum amount of **\$534,480**.

We anticipate our five (5) year cost will be less than half at \$199,260 but need to award this bid for the maximum amount of **\$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

Item Description	Per Unit Non-Recurring Cost (NRC)	Per Unit Recurring Monthly Cost (MRC)	Maximum Units	Max MRC	Max Bid Value	Anticipated Units	Anticipated MRC	Anticipated Bid Value	Notes
Colocation Full Cabinet	\$0.00	\$625.00	4	\$2,500.00	\$150,000.00	3	\$1,875.00	\$112,500.00	Three (3) Cabinets
Fiber Pair Cross Connect	\$0.00	\$111.00	24	\$2,664.00	\$159,840.00	5	\$666.00	\$39,960.00	Five (5) Cross Connects
One (1) Kva of Power	\$0.00	\$156.00	24	\$3,744.00	\$224,640.00	6	\$780.00	\$46,800.00	Six (6) Kva of Power
<b>Other Costs</b>	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
<b>Total Costs</b>				<b>\$8,908.00</b>	<b>\$534,480.00</b>		<b>\$3,321.00</b>	<b>\$199,260.00</b>	

# SERVICE ORDER MODIFICATION



## PREPARED FOR:

**Account Name** Duluth Public Schools - ISD  
709  
**Contact Name** Bart Smith  
**Billing Address** 4316 Rice Lake Road, Suite 10  
Duluth, Minnesota 55811

**MSA Number** MSA201505114570  
**Contract Term** 60 Months  
**Account Number** 0000004954

## Service Order Modification #

**Proposal Name** Duluth Public Schools - ISD 709[  
]colo mod.  
**Date** 6/21/2023

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com

**This Service Order Modification (SOM) amends Service Order (SO) # Q-00022538**

## MODIFICATION TO SERVICES:

The following replace those in the Service Order for the Product listed below.

**Change Description:** **Cancelled** – quantity of existing services are being removed from existing service order.

**Incremented** – quantity of existing services are being added to existing service order. **New** – quantity of new services being added to existing service order.

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	625.00	1,250.00
	5	Colo Power KVA	INV-KVA-Duluth 6th Ave	156.00	780.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	111.00	555.00
				<b>Monthly Recurring Charges</b>	2,585.00

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	0.00	0.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	0.00	0.00
				<b>Non- Recurring Charges</b>	0.00

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# SERVICE ORDER MODIFICATION

## **DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:**

### **TERMS & CONDITIONS:**

This Service Order Modification is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this Service Order Modification remain in full force and effect. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order Modification or, in the event no such Exhibit, or Exhibits, is attached, then as found at <http://sd.involta.com> , which, in either case, are incorporated here by this reference.

### **CONFIDENTIALITY:**

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

### **DISCLAIMER, ACKNOWLEDGEMENT, AND CONSENT:**

To the extent this Service Order includes Services which Client can unilaterally increase or decrease its consumption or usage (i.e. a "pay-as-you go" or "consumption-based" service delivery model or platform), Client agrees to pay Involta for the all fees and charges based upon the higher of the amount or level of Services ordered by Client or actually used or consumed by Client.

Client acknowledges that the use of any Services provided by a third-party provider (including, but not limited to, Microsoft Azure, AWS or Google) ("Third Party Providers") are at all times subject to said Third-Party Provider's initial and continuing acceptance of Client, any terms and conditions, any change in the terms and conditions, features or functionality, including the termination of certain offerings or functionality (the "Third Party Terms"). Involta will use commercially reasonable efforts to provide Client with advance notice of any changes or termination of certain offerings. Client agrees to be bound by, and comply with, all Third Party Terms. In the event of any change in Third Party Terms which has a materially adverse impact on Client, Client may elect to terminate the Services governed by such changed Third Party Terms, and the parties will cooperate to develop a transition plan. Any post termination retrieval of data is subject to the Third Party Provider's standard policy at the time of termination.

# SERVICE ORDER MODIFICATION



## ACCEPTANCE:

Each of the undersigned represents that the undersigned has:

- read and understands this SOM and has full power and authority to sign it;
- agrees and acknowledges that this SOM is incorporated into the MSA; and,
- signed this SOM effective as of 6/21/2023

<b>Customer (legal name):</b>	<b>Involta, LLC</b>
<b>Duluth Public Schools - ISD 709</b>	
<b>Individual signing:</b>	<b>Individual signing:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Title:</b>	<b>Title:</b>
<b>Signing date:</b>	<b>Signing date:</b>
<b>Purchase Order #:</b>	

# SERVICE ORDER



## PREPARED FOR:

**Account Name** Duluth Public Schools - ISD  
709  
**Contact Name** Bart Smith

**Billing Address** DSC Accounts Payable  
709 Portia Johnson Dr  
Duluth MN 55811

**MSA Number** MSA201505114570  
**Contract Term** 36 Months  
**Account Number** 0000004954

## SERVICE ORDER #

Q-00022538

**Proposal Name** Duluth Public Schools - ISD  
709[ ]Colocation  
**Date** 12/22/2022

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com

ISD 709  
DULUTH PUBLIC SCHOOLS

FEB 28 2023

APPROVED BY  
THE SCHOOL BOARD

## I. SERVICES:

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6 <sup>th</sup> Ave	625.00	1,250.00
5	Colo Power KVA	INV-KVA-Duluth 6 <sup>th</sup> Ave	156.00	780.00
5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6 <sup>th</sup> Ave	111.00	555.00
			<b>Monthly Recurring Charges</b>	<b>2,585.00</b>

## II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

A. Summary Overview of Services, if any:

B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

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# SERVICE ORDER



### III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

### IV. TERM and TERMINATION:

- A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.
- B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").
- C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").
- D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").
- E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated

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**Phone 855-364-3061**  
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# SERVICE ORDER



above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

F. Client shall have the first right and option ("Option") to purchase up to two (2) additional twenty-four inch (24") wide cabinet spaces within their private caged area ("Option Space") at the Data Center, subject to the conditions set forth in this section. During the term of this Service Order, Involta may notify Client in writing (including email) ("Notice") of Involta's desire and intention to use some of the Option Space, up to and including all of the Option Space, as stated in the Notice ("Claimed Space"), to provide services to a third-party. Client shall have seventy-two (72) hours after the date of said Notice in which to exercise the Option for the Option Space, in writing (including email). If Client exercises its Option for the Claimed Space, the parties shall execute a Service Order for the Claimed Space on then-current terms and Involta's then-current rates quoted to such third-party, within ten (10) business days. If Client does not exercise its Option for the Claimed Space, Client's Option shall terminate with respect to the Claimed Space, and Involta shall be free to sell the Option Space to the third-party.

## V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided Section II above, Involta shall invoice Client as follows:
- i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
  - ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
  - iii. Hardware shall be invoiced when shipped; and
  - iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

## VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.

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# SERVICE ORDER



B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective date of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

## VII. SUPPLEMENTAL SERVICES:

A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15<sup>th</sup> and last business day of each month. Fee schedule will be based on the then-current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

## VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

## IX. ACCEPTANCE:

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name): Duluth Public Schools - ISD 709	Involta, LLC
---	--------------

# SERVICE ORDER



Individual signing:	Individual signing: <i>Jill Lofald</i>
Signature:	Signature: <i>Jill Lofald</i>
Title:	Title: <i>School Board Chair</i>
Signing date:	Signing date: <i>2-28-23</i>
Purchase Order #:	
Email (for Notice of Service Start Date):	

**DATA SHARING AGREEMENT FOR RELEASE  
OF DATA UNDER "SCHOOL OFFICIAL" EXCEPTION**

This Data Sharing Agreement ("Agreement") between Independent School District No. 709, Duluth Public Schools ("District") and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2023 ("Effective Date"). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the "Parties."

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter "Requesting Entity") will provide *EDUCATIONAL SUPPORT* to the District for the 2023-2024 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act ("FERPA") and the Minnesota Government Data Practices Act ("MGDPA") allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a "school official" exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a "school official" under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a "school official."

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** "Protected Student Data" means any data defined as "personally identifiable information" contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or "educational data" as defined in the MGDPA, Minn. Stat. § 13.32.
3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District's Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
  - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
  - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
  - c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District's direct control.
  - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District's Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

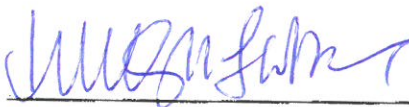
to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
  - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2024. On July 1, 2024, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
- 9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: 7.24.23

By:   
Director of Assessment / Evaluation / Performance

DATE: \_\_\_\_\_

By: Jill Pinkney Pastrana  
Dean, College of Education and Human Service  
Title: Professions, University of Minnesota Duluth

Phone: 7/20/23 218-726-6537

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
School Board Chair, Duluth School District 709

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 904

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2002

## **904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS**

### **I. PURPOSE**

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

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

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.
- C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.
- D. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

- E. "Minor" means any person under the age of eighteen (18).
- F. "Material and substantial disruption" of a normal school activity means:
1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.
- H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

#### **IV. GUIDELINES**

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:
1. is obscene to minors;
  2. is libelous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
  4. advertises any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

#### **VI. PROCEDURES**

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:
1. Name and phone number of the person submitting the request.
  2. Date(s) and time(s) of day of requested distribution.
  3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
  4. The proposed method of distribution.
- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In

the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

## **VII. VIOLATION OF POLICY**

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

## **VIII. IMPLEMENTATION**

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

***[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]***

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)  
*Doe v. South Iron R-1 School District*, 498 F.3d 878 (8<sup>th</sup> Cir. 2007)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)  
*Perry Education Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

**Cross References:** MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
 MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

## **103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS**

### **I. PURPOSE**

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

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

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in the same communication method as the complaint was received to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

### **III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION**

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or

other school district official.

- C. The school board hereby designates Theresa Severance, 709 Portia Johnson Dr., Duluth, MN 55811, (218) 336-8700 ext. 1062, [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org), as the school district Human Rights Officer(s) to receive reports, complaints, or grievances of unlawful discrimination. If the complaint involves a Human Rights Officer, the complaint shall be filed directly with the Superintendent of Schools.
- D. Upon receipt of a complaint, the Human Rights Officer shall immediately notify the superintendent. If the superintendent is the subject of the complaint, the Human Rights Officer shall immediately notify the school board.
- E. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 2 business days and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- F. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

#### **IV. INVESTIGATION**

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school board. The report shall include the facts, a determination of whether the allegations

have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.

- F. The district shall comply with federal and state law pertaining to retention of records.

## **V. APPEAL**

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Complaint Procedures."

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## **VII. RETALIATION**

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

## **VII. CONFLICT OF INTEREST**

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third-party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

## **VIII. DISSEMINATION OF POLICY**

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR  
 Anthony Bonds, Assistant Superintendent  
 Duluth Public Schools  
 4316 Rice Lake Rd., Suite 108

709 Portia Johnson Dr.  
 Duluth, MN 55811  
 (218) 336-8739  
 anthony.bonds@isd709.org

SECTION 504 COORDINATOR  
 Anthony Bonds, Assistant Superintendent  
 Duluth Public Schools  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 (218) 336-8739  
 anthony.bonds@isd709.org

## **IX. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

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

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

MN Department of Human Rights  
 540 Fairview Ave N, Ste. 201  
 St. Paul, MN 55104  
 (800)657.3704  
 (651) 296.5663  
 TDD (651) 296.1283

For complaints of employment discrimination:  
 Equal Employment Opportunity Commission  
 330 S. 2<sup>nd</sup> Avenue  
 Suite 430  
 Minneapolis, MN 55401  
 (800) 669.4000  
 (612) 335.4040  
 TDD (612) 335.4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

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 TDD: (312) 730-1609

Reading Room, U.S. Department of Education, Office for Civil Rights:  
<http://www2.ed.gov/about/offices/list/ocr/publications.html>

- Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 34 C.F.R. Section 104.7(b) (Section 504 of the Rehabilitation Act)  
 34 C.F.R. Section 106.8(b) (Title IX of the Education Amendments of 1972)
- Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
 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 514 (Bullying Prohibition)  
 MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)
- Replacing: Policy 1090  
 Adopted: 06-19-2018  
 Revised: 07-17-2018  
 07-16-2019  
 08-20-2019  
**08-17-2021 ISD 709**  
 10-18-2022

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SECTION 504 COORDINATOR  
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 (800)657.3704  
 (651) 296.5663  
 TDD (651) 296.1283

For complaints of employment discrimination:  
 Equal Employment Opportunity Commission  
 330 S. 2<sup>nd</sup> Avenue  
 Suite 430  
 Minneapolis, MN 55401  
 (800) 669.4000  
 (612) 335.4040  
 TDD (612) 335.4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

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

TDD: (312) 730-1609

Reading Room, U.S. Department of Education, Office for Civil Rights:  
<http://www2.ed.gov/about/offices/list/ocr/publications.html>

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 34 C.F.R. Section 104.7(b) (Section 504 of the Rehabilitation Act)  
 34 C.F.R. Section 106.8(b) (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
 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 514 (Bullying Prohibition)  
 MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 1090  
 Adopted: 06-19-2018  
 Revised: 07-17-2018  
 07-16-2019  
 08-20-2019  
**08-17-2021 ISD 709**  
 10-18-2022

## **505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

### **I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

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

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

### **III. DEFINITIONS**

- A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, or placing material in internal staff or student mailboxes.
- B. "Nonschool-sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. "Minor" means any person under the age of eighteen (18).
- E. "Material and substantial disruption" of a normal school activity means:
  - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption"

is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, but not limited to, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

#### **IV. GUIDELINES**

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
  1. is obscene to minors;
  2. is libelous or slanderous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
  4. advertises or promotes any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.
- D. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material that is disseminated for the purpose of influencing voting at a primary or other election..."

## **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.
- E. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

- F. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.
- G. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

## **VI. PROCEDURES**

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
  - 1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
  - 2. Date(s) and time(s) of day intended display or distribution.
  - 3. Location where material will be displayed or distributed;
  - 4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

## **VII. DISCIPLINARY ACTION**

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy.

- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

### **VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES**

A copy of this policy will be published in student handbooks annually and posted in school buildings.

### **IX. IMPLEMENTATION**

The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
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*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036 (2011)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)  
 Settlement Agreement dated December 8, 1999 between ISD709 and the Duluth Federation of Teachers, Local 692

Adopted: 02-15-2000  
 Reviewed:

## **5165 505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

### **I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

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

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
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### **III. DEFINITIONS**

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- B. **"Nonschool-sponsored material" or "unofficial material"** includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. **"Obscene to minors" means:**
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. **The** material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. **"Minor"** means any person under the age of eighteen (18).
- E. **"Material and substantial disruption" of a normal school activity means:**
  - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, **"material and substantial disruption"**

is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, ~~without limitation but not limited to~~, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, ~~there must exist~~ specific facts **must exist** upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

#### **IV. GUIDELINES**

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material, **other than union materials distributed by the Duluth Federation of Teachers**, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
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  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
  4. advertises or promotes any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.

**E D.** To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material that is tending to disseminated for the purpose of influencing voting at a primary or other election..."

## V. TIME, PLACE, AND MANNER OF DISTRIBUTION

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

- E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.
- F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

## VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
  1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
  2. Date(s) and time(s) of day intended display or distribution.
  3. Location where material will be displayed or distributed;
  4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

## VII. DISCIPLINARY ACTION

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy, ~~policy #5085~~.

- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies and procedures, and/or governing statute.
- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

### VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks **annually in the fall of each school year** and posted in school buildings.

### IX. IMPLEMENTATION

The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.

***[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]***

~~References : MSBA/MASA Model Policy 505 – Distribution of Non school Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692~~

**Legal References:** U. S. Const., amend. I  
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**Settlement Agreement dated December 8, 1999 between ISD709 and the Duluth Federation of Teachers, Local 692**

Adopted: 02-15-2000  
 Reviewed:

## **5165 505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

### **I. PURPOSE**

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- C. **"Obscene to minors" means:**
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
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  - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, **"material and substantial disruption"**

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  4. advertises or promotes any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

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  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### V. TIME, PLACE, AND MANNER OF DISTRIBUTION

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.
- E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.

- F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

## VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
  2. Date(s) and time(s) of day intended display or distribution.
  3. Location where material will be displayed or distributed;
  4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

## VII. DISCIPLINARY ACTION

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy—policy #5085.
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies

and procedures, and/or governing statute.

- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

### VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks **in the fall of each school year** and posted in school buildings.

### IX. IMPLEMENTATION

The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.

***[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]***

~~References: MSBA/MASA Model Policy 505—Distribution of Non school Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692~~

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675 (1986)  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee’s Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036 (2011)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 02-15-2000  
 First Reading:

## **~~5165 DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES~~**

### **~~I. PURPOSE~~**

~~The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the School District.~~

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

~~A. The School District recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non school sponsored material.~~

~~B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the School District, the School Board adopts the following regulations and procedures regarding distribution of non school sponsored material on school property and at school activities.~~

### **~~III. DEFINITIONS~~**

~~A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.~~

~~B. "Non school sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non school sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.~~

~~C. "Obscene to minors" means:~~

- ~~1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;~~
- ~~2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and~~
- ~~3. material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.~~

~~D. "Minor" means any person under the age of eighteen (18).~~

~~E. "Material and substantial disruption" of a normal school activity means:~~

- ~~1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.~~
- ~~2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and~~

~~substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.~~

~~In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.~~

~~F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.~~

~~G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.~~

#### **IV. GUIDELINES**

~~A. Students and employees of the School District have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school sponsored material.~~

~~B. Requests for distribution of non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:~~

- ~~1. Is obscene to minors;~~
- ~~2. Is libelous or slanderous;~~
- ~~3. Is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.~~
- ~~4. Advertises or promotes any product or service not permitted to minors by law;~~
- ~~5. Advocates violence or other illegal conduct;~~
- ~~6. Constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);~~
- ~~7. Presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.~~

~~C. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with~~

~~the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material tending to influence voting at a primary or other election..."~~

### **~~V. TIME, PLACE, AND MANNER OF DISTRIBUTION~~**

~~A. No non-school sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.~~

~~B. Distribution of non-school sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.~~

~~C. No one shall coerce a student or staff member to accept any publication.~~

~~D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.~~

~~E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.~~

~~F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.~~

### **~~VI. PROCEDURES~~**

~~A. Any student or employee wishing to distribute non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:~~

- ~~1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.~~
- ~~2. Date(s) and time(s) of day intended display or distribution.~~
- ~~3. Location where material will be displayed or distributed;~~
- ~~4. If intended for students, the grade(s) of students to whom the display or distribution is intended.~~

~~B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.~~

~~C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an~~

~~inability to locate the person.~~

~~D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the Superintendent to verify that the lack of response is not due to an inability to locate the person.~~

~~E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the School Board, or the individual reviewing the material submitted.~~

### ~~VII. DISCIPLINARY ACTION~~

~~A. Distribution by any student of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy, policy #5085.~~

~~B. Distribution by any employee of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, School District policies and procedures, and/or governing statute.~~

~~C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.~~

### ~~VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES~~

~~A copy of this policy will be published in student handbooks in the fall of each school year and posted in school buildings.~~

### ~~IX. IMPLEMENTATION~~

~~The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.~~

~~References : MSBA/MASA Model Policy 505—Distribution of Non school Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692~~

~~Adopted: 0 2 15 2000 ISD 709~~

**Monthly Committee of the Whole Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Wednesday, August 9, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:00 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval-None

2) Resolutions-None

3) Other Action Items

B. Informational Items

John Magas

1) Progress Monitoring Calendar

John Magas

2) Presentations

a. Unity in Our Community Event

C. Other

4. **ADJOURN**

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MONTH	PURPOSE	<b>PROGRESS MONITORING TOPICS</b> (Subject to Change)
<b>August 3, 2023</b> Retreat	Progress monitoring of district goals to ensure alignment of district efforts, resources, policies, and procedures	<b>Success Planning Board Workshop</b> - Retreat to share annual progress monitoring plan and ensure alignment with Board goals and priorities. <b>Discuss Progress Monitor Plan</b>
<b>August 9, 2023</b>		<b>Overview of Progress Monitoring Plan</b> <b>High-Level Action Card Overview</b>
<b>September 7, 2023</b>		<b>Supporting Every Student</b> - Kindergarten Task Force Update <b>Advancing Equity</b> - Tribal Consultation and Concurrence / Non-Concurrence Update <b>Improving Systems</b> - Recruiting and Retaining - Recruitment Videos/New Hire Orientation
<b>October 3, 2023</b>		<b>Supporting Every Student</b> - Middle School Model and Student Achievement Update (School Improvement Plans and Summary of Test Results) <b>Advancing Equity</b> -Plan for 2023-24 Educational Equity Framework <b>Improving Systems</b> - Staffing/Budget Meetings
<b>November 9, 2023</b>		<b>Supporting Every Student</b> - World's Best Workforce <b>Advancing Equity</b> - World's Best Workforce <b>Improving Systems</b> - World's Best Workforce
<b>December 5, 2023</b>		<b>Supporting Every Student</b> - MTSS SEB Updates <b>Advancing Equity</b> - Instructional Leadership Academy <b>Improving Systems</b> - Facilities Capacity
<b>January 9, 2024</b>		<b>Supporting Every Student</b> - Career Pathways <b>Advancing Equity</b> - Equity Committees Updates

		<b>Improving Systems</b> - Retention - Employee Wellness
<b>February 6, 2024</b>		<b>State of the District</b> - Mid- Year Review
<b>March 5, 2024</b>		<b>Supporting Every Student</b> - Special Education Update <b>Advancing Equity</b> -American Indian Ed and Achievement and Integration Plan Updates <b>Improving Systems</b> - 2024-2025 Staffing Forecast/ Hiring Timelines
<b>April 2, 2024</b>		<b>Supporting Every Student</b> - PLC Update <b>Advancing Equity</b> - Recruitment and Retention Efforts - A&I and HR <b>Improving Systems</b> - Preliminary Budget and Resource Allocation
<b>May 7, 2024</b>		<b>Departmental/School Success Plans Status Update</b> - End of Year Report and Next Steps
<b>June 13, 2024</b>		<b>Supporting Every Student</b> - Graduation Data and College Career Readiness <b>Advancing Equity</b> -Family and Community Engagement Efforts Update <b>Improving Systems</b> - Budget planning for next year

**Supporting Every Student**

Duluth Public Schools staff will work in collaboration to determine all students’ learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

**To accomplish this, we are committed to:**

- Improving schedules and programming for our elementary, middle and high schools to allow for students to have multiple options for courses including “real life” classes and extracurricular activities.
- Focusing on literacy across all content areas with additional focus on early literacy
- Providing Social Emotional Learning for all pre-K-12 students and give access to resources that support their mental health and social-emotional learning.

- Implementing restorative practices and alternatives to suspension allowing us to improve behavior and treat students respectfully when they make a mistake.
- Improving comprehensive supports for high school students by expanding our Check & Connect program so students feel welcomed, heard, engaged and happy at school.
- Developing career pathways for all students to ensure engagement and success after high school.

### **Advancing Equity:**

Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

To accomplish this, we are committed to:

- Building trust with diverse communities through family and community engagement through multiple communication methods
- Aligning systems to the Minnesota 10 Commitments of Equity to provide equitable resources to sustainably support students' academic, social-emotional behavioral, and socio-economical needs
- Engaging in implicit bias training for staff and equity-based instructional leadership training for administration
- Diversifying staff at all levels of our organization, which values relationships, teamwork and inclusivity
- Partnering through frequent tribal consultation with the Fond du Lac Ojibwe Tribe.

### **Improving Systems:**

Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

To accomplish this, we are committed to:

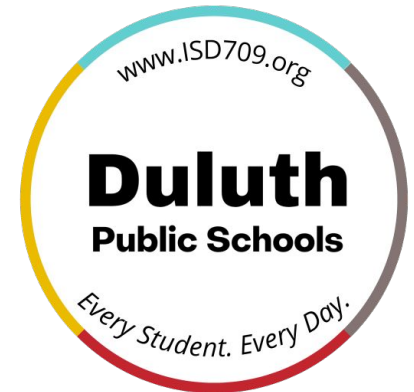
- Recruiting and retaining world-class staff while engaging in a Grow Your Own staff diversification program
- Analyzing capacity and programing needs throughout the district to allow for appropriate class sizes and individualized student attention to meet needs
- Providing equitable food and nutrition to give students a variety of options

- Providing safe, high quality environments for students, staff and families
- Continuing to seek out new grants and revenue opportunities to meet our needs

# Progress Monitoring Update

*District Services Center*

*August 9, 2023*



# Mission, Vision and Values<sup>75</sup>

## OUR MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

## OUR VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

# OUR CORE VALUES

## Learning



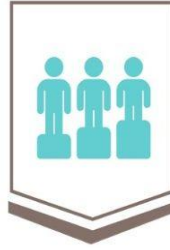
Developing a love of learning through life-long inquiry.

## Excellence



Having high standards for all through accountability, integrity and authenticity.

## Equity



Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

## Collaboration



Working in partnership with staff, families, students and community.

## Belonging



Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

# Strategic Roadmap Efforts<sup>77</sup>

On August 3rd, the board provided provide input and recommendations regarding our [Progress Monitoring Calendar](#), which will measure our progress on our [3-Year Operational Plan](#) to implement our [Strategic Roadmap](#). To ensure strong leadership and focus on our efforts, the board has adopted a 3-Year Work Plan and has begun the development of a School Board Handbook.

# Action Card Overview

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## **Supporting Every Student**

Supporting Every Student - MTSS Academics

Teacher Clarity

Supporting Every Student - MTSS Social Emotional Behavioral

## **Advancing Equity**

Advancing Equity - Educational Equity Framework Implementation

## **Improving Systems**

Improving Systems - Capacity and Programming

Improving Systems - Business Services

Improving Systems - Recruitment and Onboarding

# Progress Monitoring

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[Progress Monitoring Calendar](#)

# Review and Refreshed School Board Action Plan

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[School Board Action Plan](#)

**Policy Committee Meeting**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Wednesday, August 9, 2023  
 District Services Center  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
  - A. 904 Distribution of Materials on School District Property by Non-School Persons 2
3. **POLICIES FOR SECOND READING**
4. **POLICIES FOR REVIEW**
  - A. 103 - Complaints - Students, Employees, Parents, Other Persons 6
  - B. 505 Distribution of Non-School Sponsored Materials on School Premises by Students & Employees (to replace 5165 with the same name) 11
5. **REGULATIONS - Informational**
6. **OTHER**

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 904

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2002

## **904 DISTRIBUTION OF MATERIALS ON SCHOOL DISTRICT PROPERTY BY NONSCHOOL PERSONS**

### **I. PURPOSE**

The purpose of this policy is to provide for distribution of materials appropriate to the school setting by nonstaff and nonstudents on school district property in a reasonable time, place, and manner which does not disrupt the educational program nor interfere with the educational objectives of the school district.

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

- A. The school district intends to provide a method for nonschool persons and organizations to distribute materials appropriate to the school setting within the limitations and provisions of this policy.
- B. To provide for orderly and nondisruptive distribution of materials, the school board adopts the following regulations and procedures.

### **III. DEFINITIONS**

- A. "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.
- B. "Materials" includes all materials and objects intended by nonschool persons or nonschool organizations for distribution. Examples of nonschool-sponsored materials include, but are not limited to, leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and tangible objects.
- C. "Nonschool person" means any person who is not currently enrolled as a student in or employed by the school district.
- D. "Obscene to minors" means:
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

- E. "Minor" means any person under the age of eighteen (18).
- F. "Material and substantial disruption" of a normal school activity means:
  1. Where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.
  2. Where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist upon which the likelihood of disruption can be forecast including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- G. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, and in-school lunch periods.
- H. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

#### **IV. GUIDELINES**

- A. Nonschool persons and organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, materials and objects which are appropriate to the school setting.
- B. Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:
  1. is obscene to minors;
  2. is libelous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;
  4. advertises any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religion, or ethnic origin);

7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.
- C. Permission for nonschool persons to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### **V. TIME, PLACE, AND MANNER OF DISTRIBUTION**

If permission is granted pursuant to this policy for the distribution of any materials, the time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

#### **VI. PROCEDURES**

- A. Any nonschool person wishing to distribute materials must first submit for approval a copy of the materials to the administration at least five days in advance of desired distribution time, together with the following information:
1. Name and phone number of the person submitting the request.
  2. Date(s) and time(s) of day of requested distribution.
  3. If material is intended for students, the grade(s) of students to whom the distribution is intended.
  4. The proposed method of distribution.
- B. The administration will review the request and render a decision. The administration will assign a location and method of distribution and will inform the persons submitting the request whether nonschool persons may be present to distribute the materials. In

the event that permission to distribute the materials is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.

- C. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.
- D. In the event that permission to distribute materials is denied, the nonschool person or organization may request reconsideration of the decision by the superintendent. The request for reconsideration must be in writing and must set forth the reasons why distribution is desirable and in the interest of the school community.

## **VII. VIOLATION OF POLICY**

Any party violating this policy or distributing materials without permission will be directed to leave the school property immediately and, if necessary, the police will be called.

## **VIII. IMPLEMENTATION**

The school district administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy.

***[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]***

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260, 108 S.Ct. 562, 98 L.Ed.2d 592 (1988)  
*Doe v. South Iron R-1 School District*, 498 F.3d 878 (8<sup>th</sup> Cir. 2007)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 105 S.Ct. 3439, 87 L.Ed.2d 567 (1985)  
*Perry Education Ass'n v. Perry Local Educators' Ass'n*, 460 U.S. 37, 103 S.Ct. 948, 74 L.Ed.2d 794 (1983)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee's Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036, 132 S.Ct. 592 (2011)

**Cross References:** MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
 MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)

## **103 COMPLAINTS – STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS**

### **I. PURPOSE**

The school district takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the school district, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

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

- A. Students, parents, employees or other persons, may report concerns or complaints to the school district. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the school district; i.e., principal, superintendent or school board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or follow-up procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in the same communication method as the complaint was received to the complaining party concerning the outcome of the investigation or follow-up, including any appropriate action or corrective measure that was taken. The superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

### **III. GRIEVANCE PROCEDURE FOR COMPLAINTS OF DISCRIMINATION**

The following grievance procedure applies to claims of sex, disability, and racial discrimination:

- A. Any person who believes he or she has been the victim of unlawful discrimination or any person with knowledge or belief of conduct that may constitute unlawful discrimination shall report the alleged acts immediately to an appropriate school district official designated by this policy. The complaint must be filed within 90 calendar days of the alleged violation.
- B. The Human Rights Officer is responsible for receiving oral or written complaints of unlawful discrimination toward an employee or student. However, nothing in this policy shall prevent any person from reporting unlawful discrimination toward an employee or student directly with the Human Rights Officer, the school board or

other school district official.

- C. The school board hereby designates Theresa Severance, ~~4316 Rice Lake Rd., Suite 108,~~ 709 Portia Johnson Dr., Duluth, MN 55811, (218) 336-8700 ext. 1062, theresa.severance@isd709.org, as the school district Human Rights Officer(s) to receive reports, complaints, or grievances of unlawful discrimination. If the complaint involves a Human Rights Officer, the complaint shall be filed directly with the Superintendent of Schools.
- D. Upon receipt of a complaint, the Human Rights Officer shall immediately notify the superintendent. If the superintendent is the subject of the complaint, the Human Rights Officer shall immediately notify the school board.
- E. The Human Rights Officer may request but not insist upon a written complaint. Alternative means of filing a complaint, such as through a personal interview or by tape recording, shall be made available upon request for qualified persons with a disability. If the complaint is oral, it shall be reduced to writing within 2 business days and forwarded to the superintendent. Failure to do so may result in disciplinary action. The school district encourages the reporting party to complete the complaint form for written complaints. It is available from the principal of each building or the school district office.
- F. The school district shall respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses, consistent with the school district's legal obligations to investigate, take appropriate action, and comply with any discovery or disclosure obligations.

#### **IV. INVESTIGATION**

- A. The Human Rights Officer, upon receipt of a complaint alleging unlawful discrimination shall promptly undertake an investigation if deemed appropriate. The investigation may be conducted by the Title IX coordinator for complaints of sex discrimination or the Section 504 Coordinator for complaints of disability discrimination, or a school district official or neutral third party designated by the Title IX coordinator, Section 504 coordinator or Human Rights Officer. The investigation shall be completed within 30 days of the complaint, unless impracticable.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of other methods deemed pertinent by the investigator.
- C. In determining whether the alleged conduct constitutes a violation of this policy, the school district shall consider the facts and the surrounding circumstances such as the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incident occurred.
- D. The school district may take immediate steps to protect the parties involved in the complaint process, pending completion of an investigation of alleged unlawful discrimination.
- E. Upon completion of the investigation, the school district investigator shall make a written report to the Human Rights Officer. If the complaint involves the Human Rights Officer, the report may be filed directly with the superintendent or school

board. The report shall include the facts, a determination of whether the allegations have been substantiated, whether a violation of this policy has occurred as well as a description of any proposed resolution which may include alternative dispute resolution.

- F. The district shall comply with federal and state law pertaining to retention of records.

## **V. APPEAL**

If the grievance has not been resolved to the satisfaction of the complainant, s/he may appeal to the Human Rights Officer within ten (10) school days of receipt of the findings of the school district investigation. The school district investigator shall conduct a review of the appeal and within ten (10) school days of receipt of the appeal, shall affirm, reverse, or modify the findings of the report. The decision of the school district investigator is final but does not preclude pursuit of alternative complaint procedures noted in the section entitled "Right to Alternative Complaint Procedures."

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon conclusion of the investigation and receipt of the findings, the school district shall take appropriate action. If it is determined that a violation has occurred, such action may include, but is not limited to, warning, suspension, expulsion, transfer, remediation or termination.

School district action taken for violation of this policy shall be consistent with the requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- B. The result of the school district's investigation of each complaint filed under these procedures shall be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## **VII. RETALIATION**

The school district shall take appropriate action against any student, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful discrimination toward an employee or student or any person who testifies, assists or participates in an investigation or hearing relating to such unlawful discrimination. Retaliation includes, but is not limited to, any form of intimidation or harassment.

## **VII. CONFLICT OF INTEREST**

If there is a conflict of interest with respect to any party affected by this policy, appropriate action shall be taken such as, but not limited to, appointing or contracting with a neutral third-party investigator to conduct the investigation or recusal from the process by the person for whom a conflict or potential conflict of interest exists.

## **VIII. DISSEMINATION OF POLICY**

The school district shall adopt and publish these procedures.

TITLE IX COORDINATOR  
Anthony Bonds, Assistant Superintendent  
Duluth Public Schools

~~4316 Rice Lake Rd., Suite 108~~  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 (218) 336-8739  
 anthony.bonds@isd709.org

SECTION 504 COORDINATOR  
 Anthony Bonds, Assistant Superintendent  
 Duluth Public Schools  
~~4316 Rice Lake Rd., Suite 108~~  
 709 Portia Johnson Dr.  
 Duluth, MN 55811  
 (218) 336-8739  
 anthony.bonds@isd709.org

## **IX. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse, which may include filing charges with the agencies listed below or initiating action in state or federal court.

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

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

MN Department of Human Rights  
 540 Fairview Ave N, Ste. 201  
 St. Paul, MN 55104  
 (800)657.3704  
 (651) 296.5663  
 TDD (651) 296.1283

For complaints of employment discrimination:  
 Equal Employment Opportunity Commission  
 330 S. 2<sup>nd</sup> Avenue  
 Suite 430  
 Minneapolis, MN 55401  
 (800) 669.4000  
 (612) 335.4040  
 TDD (612) 335.4045

This document provides general information and is not to be a substitute for legal advice. Changes in the law, including timelines for filing a complaint, may affect your rights.

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

TDD: (312) 730-1609

Reading Room, U.S. Department of Education, Office for Civil Rights:  
<http://www2.ed.gov/about/offices/list/ocr/publications.html>

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
 34 C.F.R. Section 104.7(b) (Section 504 of the Rehabilitation Act)  
 34 C.F.R. Section 106.8(b) (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)  
 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 514 (Bullying Prohibition)  
 MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

Replacing: Policy 1090  
 Adopted: 06-19-2018  
 Revised: 07-17-2018  
 07-16-2019  
 08-20-2019  
**08-17-2021 ISD 709**  
 10-18-2022

## **5165 505 DISTRIBUTION OF NONSCHOOL-SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES**

### **I. PURPOSE**

The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the school district.

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

- A. The school district recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, nonschool-sponsored material.
- B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

### **III. DEFINITIONS**

- A. **"Distribute" or "Distribution"** means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, **or placing material in internal staff or student mailboxes.**
- B. **"Nonschool-sponsored material" or "unofficial material"** includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of nonschool-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.
- C. **"Obscene to minors" means:**
  - 1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;
  - 2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
  - 3. **The** material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- D. **"Minor"** means any person under the age of eighteen (18).
- E. **"Material and substantial disruption" of a normal school activity means:**
  - 1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, **"material and substantial disruption"**

is defined as any disruption which interferes with or impedes the implementation of that program.

2. Where the normal school activity is voluntary in nature (including, **without limitation**, school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, ~~there must exist~~ specific facts **must exist** upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.
- G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.

#### **IV. GUIDELINES**

- A. Students and employees of the school district have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, nonschool-sponsored material.
- B. Requests for distribution of nonschool-sponsored material, **other than union materials distributed by the Duluth Federation of Teachers**, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:
  1. is obscene to minors;
  2. is libelous or slanderous;
  3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.
  4. advertises or promotes any product or service not permitted to minors by law;
  5. advocates violence or other illegal conduct;
  6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);
  7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

- C. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material tending to influence voting at a primary or other election..."
- C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:
1. whether the material is educationally related;
  2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
  3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
  4. the quantity or size of materials to be distributed;
  5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;
  6. whether distribution would require that nonschool persons be present on the school grounds;
  7. whether the materials are a solicitation for goods or services not requested by the recipients.

#### V. TIME, PLACE, AND MANNER OF DISTRIBUTION

- A. No nonschool-sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.
- B. Distribution of nonschool-sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.
- C. No one shall coerce a student or staff member to accept any publication.
- D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.
- D. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.
- E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.

- F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.

## VI. PROCEDURES

- A. Any student or employee wishing to distribute (as defined in this policy) nonschool-sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:
1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.
  2. Date(s) and time(s) of day intended display or distribution.
  3. Location where material will be displayed or distributed;
  4. If intended for students, the grade(s) of students to whom the display or distribution is intended.
- B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.
- C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an inability to locate the person.
- D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the superintendent to verify that the lack of response is not due to an inability to locate the person.
- E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the school board, or the individual reviewing the material submitted.

## VII. DISCIPLINARY ACTION

- A. Distribution by any student of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy—policy #5085.
- B. Distribution by any employee of nonschool-sponsored material prohibited herein or in violation of the provisions of time, place, and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, school district policies

and procedures, and/or governing statute.

- C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.

### VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

A copy of this policy will be published in student handbooks **in the fall of each school year** and posted in school buildings.

### IX. IMPLEMENTATION

The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.

***[Note: School districts are encouraged to consider additional guidelines which reflect varied local practices relating to this subject matter including addressing the subject of consistency and uniformity for approving or disapproving practices under this policy.]***

~~References: MSBA/MASA Model Policy 505—Distribution of Non school Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692~~

**Legal References:** U. S. Const., amend. I  
*Hazelwood School District v. Kuhlmeier*, 484 U.S. 260 (1988)  
*Bethel Sch. Dist. No. 403 v. Fraser*, 478 U.S. 675 (1986)  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*Bystrom v. Fridley High School*, 822 F.2d 747 (8<sup>th</sup> Cir. 1987)  
*Roark v. South Iron R-1 School Dist.*, 573 F.3d 556 (8<sup>th</sup> Cir. 2009)  
*Victory Through Jesus Sports Ministry Foundation v. Lee’s Summit R-7 School Dist.*, 640 F.3d 329 (8<sup>th</sup> Cir. 2011), cert. denied 565 U.S. 1036 (2011)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 512 (School-Sponsored Student Publications)  
 MSBA/MASA Model Policy 904 (Distribution of Materials on School District Property by Nonschool Persons)

Adopted: 02-15-2000  
 First Reading:

## **~~5165 DISTRIBUTION OF NON-SCHOOL SPONSORED MATERIALS ON SCHOOL PREMISES BY STUDENTS AND EMPLOYEES~~**

### **~~I. PURPOSE~~**

~~The purpose of this policy is to protect the exercise of students' and employees' free speech rights, taking into consideration the educational objectives and responsibilities of the School District.~~

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

~~A. The School District recognizes that students and employees have the right to express themselves on school property. This protection includes the right to distribute, at a reasonable time and place and in a reasonable manner, non school sponsored material.~~

~~B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the School District, the School Board adopts the following regulations and procedures regarding distribution of non school sponsored material on school property and at school activities.~~

### **~~III. DEFINITIONS~~**

~~A. "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material.~~

~~B. "Non school sponsored material" or "unofficial material" includes all materials or objects intended for distribution, except school newspapers, employee newsletters, literary magazines, yearbooks and other publications funded and/or sponsored or authorized by the school. Examples of non school sponsored materials include but are not limited to leaflets, brochures, buttons, badges, fliers, petitions, posters, and underground newspapers whether written by students or employees or others, and tangible objects.~~

~~C. "Obscene to minors" means:~~

- ~~1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;~~
- ~~2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and~~
- ~~3. material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.~~

~~D. "Minor" means any person under the age of eighteen (18).~~

~~E. "Material and substantial disruption" of a normal school activity means:~~

- ~~1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption which interferes with or impedes the implementation of that program.~~
- ~~2. Where the normal school activity is voluntary in nature (including, without limitation, school athletic events, school plays and concerts, and lunch periods) "material and~~

~~substantial disruption" is defined as student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.~~

~~In order for expression to be considered disruptive, there must exist specific facts upon which the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.~~

~~F. "School activities" means any activity sponsored by the school including, but not limited to, classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, and in-school lunch periods.~~

~~G. "Libelous" is a false and unprivileged statement about a specific individual that tends to harm the individual's reputation or to lower that individual in the esteem of the community.~~

#### **IV. GUIDELINES**

~~A. Students and employees of the School District have the right to distribute, at reasonable times and places as set forth in this policy, and in a reasonable manner, non-school sponsored material.~~

~~B. Requests for distribution of non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, will be reviewed by the administration on a case-by-case basis. However, distribution of the materials listed below is always prohibited. Material is prohibited that:~~

- ~~1. Is obscene to minors;~~
- ~~2. Is libelous or slanderous;~~
- ~~3. Is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.~~
- ~~4. Advertises or promotes any product or service not permitted to minors by law;~~
- ~~5. Advocates violence or other illegal conduct;~~
- ~~6. Constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);~~
- ~~7. Presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.~~

~~C. To the extent that the Duluth Federation of Teachers' Union distributes any political materials, the materials will be prepared in such a way that no political material is visible from the outside page(s) of any publication. The Union shall either seal, fold, or staple the materials so political information may not be seen or include any political material on an internal page so that it will not be visible. Political material shall be defined consistent with~~

~~the provisions of Minnesota Statute 211B.01, subd. 2, which defines campaign material as "any literature, publication, or material tending to influence voting at a primary or other election..."~~

### **~~V. TIME, PLACE, AND MANNER OF DISTRIBUTION~~**

~~A. No non-school sponsored material shall be distributed during and at the place of a normal school activity if it is reasonably likely to cause a material and substantial disruption of that activity.~~

~~B. Distribution of non-school sponsored material is prohibited when it blocks the safe flow of traffic within corridors and entrance ways of the school, and school parking lots. Distribution shall not impede entrance to or exit from school premises in any way.~~

~~C. No one shall coerce a student or staff member to accept any publication.~~

~~D. All employees and students shall comply with the provisions of Minnesota Law regarding distribution of political materials in a polling place on Election Day.~~

~~E. The District will allow the Duluth Federation of Teacher's Union access to teacher mailboxes as a mechanism to communicate with its members. All distribution of material through the mailboxes will be done by Union members.~~

~~F. For all employees including non-teacher members of the Duluth Federation of Teachers, any distribution of materials will be done outside of the normal paid workday. For teacher members, distribution may be done during non-assigned work time (e.g., lunch or preparation time) so long as any time spent is minimal. If the District has any concerns about the abuse of time by teacher members of the Duluth Federation of Teachers, it will notify the Union.~~

### **~~VI. PROCEDURES~~**

~~A. Any student or employee wishing to distribute non-school sponsored material, other than union materials distributed by the Duluth Federation of Teachers, must first submit for approval a copy of the material to the principal at least 24 hours in advance of desired distribution time, together with the following information:~~

- ~~1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.~~
- ~~2. Date(s) and time(s) of day intended display or distribution.~~
- ~~3. Location where material will be displayed or distributed;~~
- ~~4. If intended for students, the grade(s) of students to whom the display or distribution is intended.~~

~~B. Within one school day, the principal will review the request and render a decision. In the event that permission to distribute the material is denied or limited, the person submitting the request should be informed in writing of the reasons for the denial or limitation.~~

~~C. If the person submitting the request does not receive a response within one school day, the person shall contact the office to verify that the lack of response was not due to an~~

~~inability to locate the person.~~

~~D. If the person is dissatisfied with the decision of the principal, the person may submit a written request for appeal to the superintendent. If the person does not receive a response within three (3) school days (not counting Saturdays, Sundays and holidays) of submitting the appeal, the person shall contact the office of the Superintendent to verify that the lack of response is not due to an inability to locate the person.~~

~~E. Permission or denial of permission to distribute material does not imply approval or disapproval of its contents by either the school, the administration of the school, the School Board, or the individual reviewing the material submitted.~~

### ~~VII. DISCIPLINARY ACTION~~

~~A. Distribution by any student of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and disciplinary action will be taken in accordance with the School District's Student Discipline Policy, policy #5085.~~

~~B. Distribution by any employee of non school-sponsored material prohibited herein or in violation of the provisions of time, place and manner of distribution as described above will be halted and appropriate disciplinary action will be taken, in accordance with any individual contract, collective bargaining agreement, School District policies and procedures, and/or governing statute.~~

~~C. Any other party violating this policy will be requested to leave the school property immediately and, if necessary, the police will be called.~~

### ~~VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES~~

~~A copy of this policy will be published in student handbooks in the fall of each school year and posted in school buildings.~~

### ~~IX. IMPLEMENTATION~~

~~The School District administration may develop any additional guidelines and procedures necessary to implement this policy for submission to the School Board for approval. Upon approval by the School Board, such guidelines and procedures shall be an addendum to this policy.~~

~~References : MSBA/MASA Model Policy 505—Distribution of Non school Sponsored Materials on School Premises By Students and Employees Settlement Agreement dated December 8, 1999 between ISD 709 and the Duluth Federation of Teachers, Local 692~~

~~Adopted: 0 2 15 2000 ISD 709~~

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Wednesday, August 9, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
  - A. **Human Resources**
    - 1) HR Monthly Department Summary Report 2
  - B. **Business Services**
    - 1) Enrollment Report - None (Reports will resume in October 2023)
    - 2) Child Nutrition Department Report 4
    - 3) Facilities Department Report 7
    - 4) Technology Department Report 9
    - 5) Transportation Department Report 10
3. **Recommended Resolutions**
  - A. B-8-23-3981 - Acceptance of Donations to Duluth Public Schools 11
4. **Consent Agenda**
  - A. HR Staffing Report 12
  - B. Finances
    - 1) Financial Report - July financials will be provided at a later date (after audited)
    - 2) Fundraisers 13
  - C. Bids, RFPs, and Quotes - None
  - D. Contracts, Change Orders and Leases
    - 1) Contract - City of Duluth School Resource Officer (SRO) 2023-2025 14
    - 2) Change Order - Involta Contract (timeline extension due to contract error) - Extending from 36 months to 60 months 25
5. **Miscellaneous Informational Items (no action required)**
  - A. District Properties Update 36
  - B. Expenditure Contracts 39
  - C. No Cost Contracts 57
  - D. Revenue Contracts - None
  - E. Grant Applications 67

**Human Resources Report Summary  
August 2023 Activities**

**Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	11	7
<b># Retirements</b>	0	0
<b># Resignations</b>	6	11
<b># Leave of Absences</b>	0	0

**HR Department Updates:**

The HR Team completed the move to the new District offices with very little service disruption. Staff are now focusing on system audits and budgeting data for the new school year in preparation for the first round of Staffing meetings with Principals.

Notices have been sent to teachers regarding lane changes, which are due in mid-October and offering assistance with questions regarding processes.

The HR Team has assumed the responsibility of teacher evaluation tracking and have been busy working on a schedule for all principals to complete the needed evaluations for the 2023-2024 school year.

**Benefits Updates:**

The Benefits Team is gearing up for processing new hire benefit paperwork and have been discussing offering an all employee wellness fair. The team will also be tabling at the all staff professional development day to answer employee benefits questions. In addition, the team is working on setting a schedule to do site visits to all schools at least once before the end of the calendar year to be available for employee questions

**Hiring Updates:**

Staffing continues to be busy filling both certified and non-certified positions.

Current Openings:

Certified:

School Administration (1)  
Teachers, Elementary (4)

Teachers, High School (1)  
Teachers, Special Education (7)

**Non-Certified:**

Administrative/Management (1)

Child Nutrition (10)

Family and Community Engagement (1)

Maintenance/Transportation (11)

*School Custodian (4)*

*Bus Helper (1)*

*School Bus Driver II (5)*

*Engineer II (2)*

*Second Shift Engineer I (3)*

*Second Shift Engineer II (1)*

Paraprofessionals (12)

*Early Childhood SpEd Paraprofessional(2)*

*Licensed Sign Language Interpreter (2)*

*Sign Language Facilitator (1)*

*Mental Health Practitioner (1)*

*Sp. Ed. Building Wide Paraprofessional (4)*

*Sp. Ed. Program Paraprofessional (2)*

*Sp. Ed. Student Specific Set III Paraprofessional (2)*

**Hourly:**

*2023-24 Playground/Cafeteria Monitors(9)*

**Contract Negotiations:**

We have tentative agreements with the Paraprofessionals Unit, Food Service Unit and Non-Certified Business Division. We are actively negotiating with the Executive Employees and the Principals Unit and have had an initial meeting with the Teachers Union leadership. The Clerical Unit and ISPEC Unit negotiations are expected to start in late August/early September when members return to work, and a Directors unit initial meeting is expected for the end of August.

# Child Nutrition Report

## July 2023

### **Summer Meals**

Summer meals are ongoing. We have on average 330 children having breakfast and 600 for lunch per day.

### **Meals for School year 22-23**

The yearly summary is completed for meals served. This includes Head Start meals and afterschool snacks. The yearly total was an impressive 1,217,242.

The summary is included.

### **10 Year Meal Count Comparison**

The breakfast and lunch meal counts over a 10 years span. These counts are only meals served in our school cafeterias. As a note of interest, school year 22-23 was record breaking in the amount of breakfasts served. This could be attributed to more elementary students getting to have breakfast before school starts for the day.

The summary is included.

Monthly counts 2022 2023	Breakfast										TOTALS	Daily Average
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June		
Congdon	667	903	907	577	912	719	1330	993	1514	395	8917	53
Denfeld	3238	3724	3760	2507	3448	2675	4031	2764	4650	1106	31903	191
East High	3239	4416	4495	2962	4268	3406	5357	3575	5755	1290	38763	232
Homecroft	2502	2675	2582	1554	2549	1981	3096	2068	4396	906	24309	146
Lakewood	1017	1168	1169	546	1086	869	1467	968	1528	405	10223	61
Lester Park	2981	3321	3230	2062	2940	2132	3000	1991	3512	964	26133	156
Lincoln park Middle	2147	2619	2644	1724	2727	2067	3349	2346	3733	943	24299	146
Lowell	5300	5756	5285	3346	5005	4014	6027	3898	6572	1615	46818	280
Laura Macarthur	3629	3804	3612	2471	3576	2638	3976	2629	4274	1033	31642	189
Myers-Wilkins	3795	4069	3760	2352	3347	2530	3369	2227	10702	855	37006	222
Ordean/East Middle	1619	2544	2851	1757	2581	1957	2976	1832	3262	814	22193	133
Piedmont	5450	5402	5348	3469	5107	3774	5581	3716	5815	1550	45212	271
Rockridge	272	342	339	298	387	216	345	199	315	102	2815	17
Stowe	2962	3118	3126	3469	3171	2292	3513	2428	3885	1089	29053	174
ALC	191	200	185	139	187	105	178	137	197	65	1584	
	<b>39009</b>	<b>44061</b>	<b>43293</b>	<b>29233</b>	<b>41291</b>	<b>31375</b>	<b>47595</b>	<b>31771</b>	<b>60110</b>	<b>13132</b>	<b>380870</b>	<b>2271</b>
	Lunch										Daily	
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	4926	5103	5160	3634	5542	4159	5968	4157	6489	1599	46737	280
Denfeld	9279	9431	9285	6407	8789	6859	9635	6301	9656	1893	77535	464
East High	8606	9443	8169	5591	8092	5749	8766	5680	9449	2054	71599	429
Homecroft	4675	4886	4910	3420	5180	3785	5703	3962	6195	1625	44341	266
Lakewood	2087	2415	2599	1875	2744	2060	3087	2137	3237	949	23190	139
Lester Park	5912	6662	6509	4554	6480	5232	7804	5149	8469	2331	59102	354
Lincoln park Middle	6490	6480	6215	4759	6755	5013	7415	5128	7951	2038	58244	349
Lowell	7255	7778	7488	5490	7623	5876	9019	5868	9646	2694	68737	412
Laura Macarthur	4053	4219	4167	3002	4381	3202	4747	3101	4838	1286	36996	222
Myers-Wilkins	4523	5154	4920	3225	1793	3689	5247	3586	5709	1581	39427	236
Ordean/East Middle	10366	11384	10935	7599	11351	8442	12367	8276	12893	3291	96904	580
Piedmont	5995	6220	6184	4196	6375	4782	7107	4540	7053	2008	54460	326
Rockridge	304	392	439	358	442	307	499	337	442	140	3660	22
Stowe	2682	3042	3082	2098	3230	2430	3531	2443	3887	1091	27516	165
ALC	407	438	441	283	362	273	420	344	508	92	3568	
											0	
Supper	0				1200	1598	1827	796	1529	0	6950	
Harbor City	1158	1268	1273	849	1185	1028	1278	1039	1502	0	10580	
	<b>78718</b>	<b>84315</b>	<b>81776</b>	<b>57340</b>	<b>81524</b>	<b>64484</b>	<b>94420</b>	<b>62844</b>	<b>99453</b>	<b>24672</b>	<b>729546</b>	<b>4242</b>
Head Start	Breakfast											
Homecroft	213	273	244	193	291	203	236	168	304	0		
Lester Park	173	258	212	164	237	184	212	163	268	0		
Lowell	266	393	386	268	431	336	393	276	494	0		
Laura Macarthur	264	398	437	161	207	167	203	171	286	0		
Myers-Wilkins	367	484	444	334	487	415	490	349	680	0		
Piedmont	450	591	735	318	566	311	422	277	463	0		
Stowe	205	330	376	125	312	165	189	141	260	0		
	<b>1938</b>	<b>2727</b>	<b>2834</b>	<b>1563</b>	<b>2531</b>	<b>1781</b>	<b>2145</b>	<b>1545</b>	<b>2755</b>	<b>0</b>		
Head Start	Lunch											
Homecroft	213	273	244	193	291	203	236	168	304	0		
Lester Park	330	493	411	305	423	309	403	320	528	0		
Lowell	715	564	507	372	570	440	506	374	638	0		
Laura Macarthur	263	463	506	209	280	230	264	220	356	0		
Myers-Wilkins	367	566	552	400	580	524	586	431	735	0		
Piedmont	425	872	857	444	598	434	576	382	661	0		
Stowe	192	316	365	125	312	165	190	141	258	0		
	<b>2505</b>	<b>3547</b>	<b>3442</b>	<b>2048</b>	<b>3054</b>	<b>2305</b>	<b>2761</b>	<b>2036</b>	<b>3480</b>	<b>0</b>		
AFTERSCHOOL SNACK												
Congdon	967	1449	1759	1156	2770	1318	1667	1043	2288	in may		
Lincoln park Middle	152	557	317	353	605	307	684	512	1694			
Lowell	2573	2591	2457	1843	2347	1794	2706	1777	3279			
Laura Macarthur	379	570	509	366	529	391	565	391	700			
Myers-Wilkins	431	492	751	271	633	470	653	582	641			
Piedmont	450	1035	844	302	718	617	728	540	991			
Stowe	541	565	602	430	640	479	691	466	901			
	<b>5493</b>	<b>7259</b>	<b>7239</b>	<b>4721</b>	<b>8242</b>	<b>5376</b>	<b>7694</b>	<b>5311</b>	<b>10494</b>	<b>0</b>		
Total meals/snacks	<b>127,663</b>	<b>141,909</b>	<b>138,584</b>	<b>94,905</b>	<b>136,642</b>	<b>105,321</b>	<b>154,615</b>	<b>103,507</b>	<b>176,292</b>	<b>37,804</b>	<b>1,217,242</b>	
Days of service	19	19	20	13	19	14	21	14	22	6		167
Average meals per d	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,393	8,013	6,301		

Meal counts		14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	YEARLY AVERAGE	
STUDENT ONLY		13--14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	AVERAGE
Congdon	Breakfast	13,576	20,659	18,219	18,296	17,301	20,505	24,925	8,388	9,112	8,917	15,989.80
Denfeld		30,680	42,492	45,303	40,188	38,897	43,086	33,240	28,195	27,904	31,903	36,188.80
East		29,120	32,404	38,671	42,015	44,084	42,236	35,027	11,125	33,208	38,763	34,665.30
Homecroft		15,336	22,432	23,474	20,507	20,881	21,437	27,990	14,048	19,089	24,309	20,950.30
Lakewood		10,101	14,968	12,379	10,966	13,268	13,382	14,669	5,807	10,573	10,223	11,633.60
Lester		22,519	21,193	20,006	14,432	15,073	15,949	22,202	23,936	34,222	26,133	21,566.50
Lincoln Park		35,107	29,229	22,560	29,862	39,227	34,350	27,017	13,565	21,578	24,299	27,679.40
Lowell		18,788	21,142	17,069	17,516	18,662	19,435	25,530	26,388	42,842	46,818	25,419.00
Macarthur West		29,037	34,892	34,531	33,409	32,177	26,752	27,425	16,862	27,479	31,642	29,420.60
Myers Wilkens		28,963	27,813	26,008	28,472	30,804	25,808	28,856	21,549	33,256	37,006	28,853.50
Ordean		20,207	25,703	15,699	20,732	26,738	30,305	25,193	13,080	17,125	22,193	21,697.50
Piedmont		32,120	55,330	53,111	60,492	49,924	45,614	41,496	27,364	46,660	45,212	45,732.30
Rockridge		16,024	19,639	18,167	18,417	6,401	10,585	5,644	2,030	2,327	2,815	4,967.00
Stowe		1,348	2,703	2,711	2,325	16,131	16,506	17,903	20,564	26,234	29,053	19,863.80
Unity						2,611	4,237	1,601	-	1,493	1,584	1,084.89
<b>TOTAL</b>		<b>302,926</b>	<b>370,599</b>	<b>347,908</b>	<b>357,629</b>	<b>372,179</b>	<b>370,187</b>	<b>358,718</b>	<b>232,901</b>	<b>353,102</b>	<b>380,870</b>	<b>344,701.90</b>
<b>DENFELD SUPPER</b>							18,842		-	12,380	6,950	12,724.00
<b>Lunch</b>												
	<b>13--14</b>		<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>	<b>19-20</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	
Congdon		38,475	49,292	49,545	52,926	53,837	58,982	49,785	26,863	55,244	46,737	48,168.62
Denfeld		70,629	85,732	90,404	87,240	83,996	83,138	62,759	35,803	78,266	77,535	75,550.20
East		62,152	64,858	58,229	55,626	57,345	62,024	43,137	17,987	80,492	71,599	57,344.90
Homecroft		38,266	41,691	44,290	40,781	41,090	41,124	41,125	25,761	45,981	44,341	40,445.00
Lakewood		20,461	21,668	21,501	21,464	21,773	21,605	19,589	11,936	25,762	23,190	20,894.90
Lester		45,451	46,556	46,826	45,460	52,072	53,737	45,068	33,730	58,276	59,102	48,627.80
Lincoln Park		82,820	83,392	78,340	76,881	81,467	74,566	57,438	21,912	65,800	58,244	68,086.00
Lowell		35,387	36,675	35,369	38,674	39,494	45,058	46,552	29,312	68,228	68,737	44,348.60
Macarthur West		54,858	55,952	53,437	50,097	48,627	44,621	40,925	18,310	34,544	36,996	43,836.70
Myers Wilkens		50,678	54,515	53,223	54,296	53,143	49,646	45,146	25,326	44,141	39,427	46,954.10
Ordean		58,889	55,857	56,324	63,699	66,314	70,036	58,914	22,653	90,932	96,904	64,052.20
Piedmont		53,533	59,798	59,547	62,251	58,702	61,212	51,171	28,022	52,521	54,460	54,121.70
Rockridge		40,402	44,535	36,884	36,160	6,775	15,134	5,941	3,148	2,699	3,660	6,226.17
Stowe		3,452	4,438	4,541	3,090	4,284	32,948	32,192	19,960	31,889	27,516	33,867.80
Unity						4,284	4,510	2,508	-	2,595	3,568	3,665.11
<b>TOTAL</b>		<b>655,453</b>	<b>704,959</b>	<b>688,460</b>	<b>688,645</b>	<b>705,111</b>	<b>718,341</b>	<b>602,250</b>	<b>320,723</b>	<b>737,370</b>	<b>712,016</b>	<b>653,332.82</b>

# Facilities Management & Capital Project Status Report

## July 30, 2023

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### Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 271 work orders and are currently working on 317 open work orders.

### Capital Construction

- Congdon Park field improvement kick off meeting with Urban companies doing the field work, starting on July 10th, followed by SAS doing the playground equipment starting 2 weeks later. Equipment expected arrival time the first week in August. New topsoil started to arrive on July 31st
- Ordean East Middle School Turf replacement has been completed. There are ongoing inquiries as to why the district went with replacing the existing turf field and not installing a grass field.
- The Lowell Basketball court has been installed, new backboards will be going up. Sinnott still needs to do the striping on the new blacktop. Fence will start being installed on Aug. 1 by Century Fence.
- Office build outs have been started in Lowell, Homecroft and Denfeld. Timeline will be tight due to contractor availability and late starts, but we will push for completion before the start of classes.

- Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is still ongoing. .

- Construction Tasks “On The Hill”

- IT and Facilities were first to move into their new building.
- Interior work is still ongoing at the DSC and Transportation Building. Punch list items will be addressed with ICS.
- All buildings received Certificates of Occupancy
- Final finishes are going in with appliances scheduled to arrive the week of July 31st.
- Furniture installation is proceeding in the DSC
- Site work will continue with final grading and additional topsoil is brought in

### Building Operations

- Operations still have their hands full filling positions this summer. We have seen that most of the Custodian positions have been filled. Operations still look to fill an Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and lastly Custodian I positions at Ordean East Middle, Denfeld, and now the new DNC.
- Operations is putting together a floor crew. The floor crew will be going to the remaining schools to refinish the gym floors. This involves abrading the floor to apply new floor finish for protection and shine.

### Health, Safety & Environmental Management

- Fire code corrections at STC (currently used as print shop) nearly completed.
- Playground inspections complete. Minor repairs underway
- Homecroft rope climber replacement was completed in June

- AED procured for ALC

Workers' Compensation Activities

**June 2023** (as of 6/6/23)

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













**2023 YTD Incidents (January 1, 2023 - December 31, 2023)**

- First report of incidents:----- 67
- OSHA recordable incidents:----- 10
- Days away from work:----- 158
- Days of restricted work:----- 200

# Technology Department - July 2023 Report

- **Cybersecurity**




- Google Security
  - Gmail

- 547K Emails Messages Accepted/Delivered 
  - 33K Rejected 
  - 36K Spam folders 
  - 2.3K were identified as Phishing 
  - 36 were identified having a suspicious attachments 
  - 3.3K were identified as Spoofing 
  - 0 emails were identified as Malware
- Account Information
  - 6,744 Active Accounts 
  - 25.23 TB of storage 
  - 393.9K Files shared externally 
  - 138 Suspicious login attempts 
  - 1.8K Failed user login attempts 
  - 17 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 181 New Technology Support Tickets Created 
- 178 Tickets were resolved 
- 206 Tickets remain unresolved 

- **Projects - Four (4) Monthly Outlook**

- Transportation network infrastructure installation and configuration. - **DONE**
- DSC network infrastructure installation and configuration - **DONE**
- Facilities network infrastructure installation and configuration - **DONE**
- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the physical installation and configuration. - **90% DONE**
- UHG move to DSC and Facilities
- Transportation move to the new Transportation building. - **DONE**
- Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation. **50% DONE**
- Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation. - **DONE**
- Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation. **DONE**
- District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation. - **DONE**
- District Wide: 550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories - **80% DONE**
- District Wide: 2,054 new Dell Chromebooks for 2nd grade classrooms, 6th & 9th grade students. - **75% DONE**
- District-Wide: \$2M Classroom AV Upgrades. This will update 200 classrooms plus 21 portable SMART MX286 Displays on carts. - **60% DONE**
- Lester Park [LÜ ÜNO Play](#) system. **50% DONE**.

## Transportation Report August 2023 Activities

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

Our department continues to navigate daily changes in routing per school requests for the summer school sessions. We are transitioning to the new software now and are starting to enter routes for the 23-24 school year.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and now we need a helper as well.
- The mechanics and myself went to Train the Trainer this year, we all benefited greatly from this conference.
- We have hired a supervisor instead of the assistant, he has 27 years of school bus experience 24 with the district.

### Bus Maintenance

- DOT inspections are in process
- 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 drivers helping clean and ready the buses as well.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 92,649 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

**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
Laura MacArthur ES	Mary Adams	\$100.00	HBCU trip	Mary donated this money for HBCU Trip Donation
Lincoln Park MS	DLH Clothing	In-kind		School supplies - pencils, colored pencils, highlighters, notebooks, folders, Clorox wipes, Kleenex
Districtwide	Kwik Trip, Inc.	\$200.00	Unity in Our Community	
Districtwide	Meyer Borgman Johnson	\$290.00	Unity in Our Community	
Districtwide	Super One Foods	\$100.00	Unity in Our Community	

**HUMAN RESOURCES ACTION ITEMS FOR: AUGUST 15, 2023**

<b><u>CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BORCHARDT, JOSHUA D	Science/Biology/Denfeld, (MA+45) IV 6 1.0, Bellavance K. resigned	08/29/2023
BREITKREUTZ, MARINDA	Elementary Math Interventionist/Stowe, (MA) IV 9 1.0, Stresow, K transferred	08/29/2023
CARLAND, DANIEL J	Sped Resource Teacher/Piedmont, (BA+15) III 4 1.0,	08/29/2023
COLEMAN, SHAQUILLE A	Integration Specialist/Myers-Wilkins, \$38,159/year, Watkins M. resigned	08/14/2023
FLOHAUG, KELLY D	Principal/East, 4 1.0, Seboe. D	08/07/2023
HALVORSON, PAUL D	Elementary Music Specialist/Piedmont, Chester Creek, (BA)III 1 1.0,	08/29/2023
KONIETZKO, LUKE J	Math/Lincoln Park/Ordean, (BA) IV 1 1.0,	08/29/2023
LUNDE, ALYSSA D	Sped Resource Teacher/Denfeld, (BA) III 5 1.0, Henderson, R. transferred	08/29/2023
MAYER, PENNY L	LTS Preschool Teacher/Laura MacArthur, (BA) III 5 1.0,	08/29/2023
NELSON, LACEY J	Sped SMI Setting III Teacher/Laura MacArthur, (BA) III 1 1.0, Peterson J. transferred	08/29/2023
O'CONNOR, SARAH L	FACS Teacher/Lincoln Park, (MA) IV 8 1.0,	08/29/2023
POLSON, ROBERT I	Social Studies Teacher/East, (BA) III 6 0.4, displacement Anderson, P.	08/29/2023
PUTZ, ANABELLE M	Visual Arts/Lakewood, Stowe, (BA) III 1 1.0,	08/29/2023
SODERBERG-CARLSON, TAMARA L	Sped Speech Language Path/District Wide, (MA) IV 1.0,	07/17/2023
STEJSKAL, JESSICA N	Sped ASD III Teacher/East, (MA) IV 2 1.0, Bartlette, S displaced	08/29/2023
TEMPLE-RHODES, VIRGINIA S	Adult Basic Ed Teacher/Duluth Adult Ed, (BA) III 4 0.75, replaced Edwards K.	08/29/2023
WALTON, MELISSA R	Elementary Library Media Specialist/Lowell, (MA) IV 9 1.0, Anderson, Kevin transferred	08/29/2023
WHEELER, CAMIE J	Sped Audiologist/District Wide, (PHD) V 9 1.0, Spaete, K. resigned	08/29/2023
WISOCKI, ADAM T	Hospitality Careers/Food Teacher/East, (MA)IV 1.0,	08/29/2023
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BARTLETTE, SHAWN H	SPED TEACHER/EAST HS	07/28/2023
BOBBE, JOHN M	DIGITAL INNOVATION COORD/DW	07/27/2023
COOK, JESSICA L	BUILDING PRINCIPAL/STOWE	07/27/2023
LARSON, JAMES B	ORCHESTRAS DIRECTOR/EAST	06/09/2023
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
RANFRANZ, SUSAN M	VISUAL ARTS TEACHER/EAST	12/11/2023
<b><u>NON CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUCHHEIT, KAITLIN A	Sped BW Para/Lowell, 31.25/32wks, \$18.74/hr,	08/29/2023
BURRIS, SARAH E	Supervisor of Special Services/District Wide, \$2,070/week,	08/21/2023
FREUNDSCHUH, GRACE E	Paraprofessional/Lester Park, 32.5/38Wks, \$19.77/Hr,	08/29/2023
FRISK, KARL G	Bus Driver/Transportation, 40/52Wks, \$21.08/Hr	07/31/2023
GRANT, MARLON J	Integration Specialist/District Wide, \$43,517/year,	08/15/2023
GROCHOWSKI, JODI M	OSS Attendance/Defeld, 40/44wk, \$16.82/hr,	08/07/2023
KILLIAN, JOSEPH J	Transportation Supervisor/Transportation, \$1,385/wk,	07/31/2023
OSUCHUKWU, CHIBUZO J	Integration Specialist/Lowell, \$38,159/year, Yang L. retired	08/14/2023
POTTS, MEGAN R	Paraprofessional/East, 32.5/38Wks, \$19.56/Hr,	08/29/2023
PROM, SARAH E	Paraprofessional/Denfeld, 21.5/38Wks, \$17.77/Hr,	08/29/2023
<b><u>NON CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BECK, KAYLIE M	CHILD SPECIFIC SPED PARA/LINCOLN PARK	08/03/2023
BYLER, AMBER-SKIE L	SCHOOL CUSTODIAN II DW	07/19/2023
CLEVELAND, KATHRYN E	DIGITAL INNOVATION SPECIALIST/DW	08/04/2023
ERDAHL, RACHEL L	BW SPED PARA/ORDEAN-EAST	07/21/2023
GARVEY, SARAH G	BW SPED PARA/LESTER PARK	06/09/2023
HILLMAN, MICHAEL E	SPED PROG PARA/EAST	07/28/2023
JOHNSON, MATTHEW L	HEALTH, SAFETY, ENVIRONMENTAL COORD/DW	08/04/2023
KACZOR, THOMAS S	BW SPED PARA/MYERS-WILKINS ES	07/17/2023
OLSON, NICOLE M	SPED ECSE PARA/LAKEWOOD & LESTER PARK	07/31/2023

**Fundraisers Reported  
July 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park ES	Schoolwide	\$887.00	Yearbook sales
Denfeld HS	Cheerleading	\$500.00	We would like to sell DHS static cling stickers for car windows at the DHS football games. We would have a table set up near the stadium and would accept cash

## **SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT**

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 hereinafter referred to as the “School District”, and the CITY OF DULUTH, hereinafter referred to as “City”.

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44, a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

### **ARTICLE I**

#### **SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES**

1. For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.1. The school resource officer will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.2. The duties of the school resource officer include the following:

- a. SROs will not have responsibility for enforcement of school discipline.
- b. Actively promote the goals and mission statement of the Duluth Police Department as well as ISD 709 provided they don’t conflict.

- c. Promote and participate in the Department's community policing efforts.
- d. Conduct preliminary and follow-up investigations, to include interviews, collection of evidence, prepare and serve warrants, and submit cases to the St. Louis County Attorney's Office for juvenile prosecution.
- e. Work in cooperation with agencies that serve juvenile justice needs, to include government and supportive service agencies.
- f. Work with entities outside the school to resolve issues involving juvenile behavior.
- g. Serve as a resource to staff, administration, parents and students regarding juvenile justice issues. Be a resource for students who may need help for any reason. This may include speaking or presenting to a class or other venues on topics relating to school safety and student welfare.
- h. Participate in student and family orientation programs, School conferences, and other events mutually beneficial to fostering relationships in the school environment.
- i. Meet or participate in student-focused teams in school.
- j. Respond to requests to present in classrooms.
- k. Participate as a school staff member in school meetings and trainings.
- l. Make referrals to the appropriate community service agencies or school personnel when the SRO is made aware of information or observes conditions that jeopardize the welfare of students.
- m. When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family, consulting with probation, social services, Juvenile Detention Alternatives Initiatives (JDAI) community coaches, or other appropriate organizations. Other courses of action to punitive measures may also include school, or community-based restorative programs.
- n. Establish a close association with youth who have committed delinquent acts to reduce recidivism.

- o. Monitor runaway reports, and take action when appropriate. Make referrals to the appropriate human service agencies.
- p. Conduct investigations within the school and surrounding community, both criminal and other, as deemed necessary by the Police Department or between the Police Department and school personnel by mutual agreement.
- q. Investigate cases as assigned by the Police Department. These cases will vary in number and complexity thereby requiring flexibility in the hours that the officer works and requiring a freedom to leave the school building at various times.
- r. In the instance of law violations, serve in the normal police officer capacity. That is, the officer has the obligation to protect life, limb and property; to prevent crime; to recover stolen and lost property; and to apprehend and prosecute offenders, but in so doing, to orient activities toward rehabilitation and correction.
- s. Continue as a member and employee of the Police Department of the City of Duluth and will operate under the direct administration and supervision of the Police Department. Work in cooperation with school administrators towards mutually agreed upon goals involving the Police Department, the School District, and the students. The SRO shall not have disciplinary authority within the school.

## **ARTICLE II**

### **FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM**

2. The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2023-2024 school year and will continue through the end of the 2024-2025 school year, terminating on Thursday, June 5, 2025. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual consent of the parties.

2.1 During the term of this Agreement, school resource officers shall be made available to the School District on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year. In the event of an individual absence, backup SRO officers from other

buildings will be utilized as mutually agreed upon by DPD and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.2 School District agrees to pay to City for a total of four (4) school resource officers in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

**2023-2025 School Resource Officer, 2-year contract:**

Year 2023-2024: 7% increase from previous year, rate per officer is \$79,284.25 and \$317,137.00 total reimbursement for the 2023-2024 school year.

Year 2024-2025: 7% increase from previous year, rate per officer is \$84,834.00 and \$339,336.00 total reimbursement for the 2024-2025 school year.

**2023-2025 Community Policing Sergeant, 2-year contract:**

Year 2023-2024: 3% of average salary/fringe for a total reimbursement of \$4,598; and

Year 2024-2025: 3% increase from previous year for a total reimbursement of \$4,736.

The Community Policing Sergeant is responsible for daily oversight of the program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

a. Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1<sup>st</sup> of each school year; and

b. Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15<sup>th</sup> of each year.

c. The City agrees to provide an invoice for payments specified in this Article. All payments received under Paragraph 2.2 above shall be deposited in City Fund Number 110-160-1610-4261.

**ARTICLE III**

**RESPONSIBILITY OF SCHOOL DISTRICT**

3. The School District shall be responsible for the following duties and/or

services:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff and student body.
- b. Provide a private office, desk, telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis.
- c. Require its principals to coordinate the efforts of the school resource officer within the schools.
- d. Provide time/opportunities for SRO interaction at the elementary level.
- e. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule.
- f. Provide opportunities for educational-specific training that would benefit the SRO in a school setting.
- g. Participate in the interview process for new SROs.

#### **ARTICLE IV**

#### **RESPONSIBILITY OF CITY**

4. The City shall be responsible for the following duties and/or services:
  - a. Provide school resource officers to the school district in the middle and secondary schools in the numbers as agreed to in Article II, above.
  - b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee.
  - c. Provide Police Department equipment needed by the school resource officer to perform necessary functions.
  - d. Provide training and education within the scope of the Police Department of the City.
  - e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five consecutive days.

- f. The City will collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs.
- g. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course.
- h. If an SRO separates from employment, the City will fill the vacant position with a qualified candidate as soon as possible.

**ARTICLE V  
JOINT RESPONSIBILITIES**

- 5. The City and ISD shall both be responsible for the following:
  - a. Conduct yearly performance evaluations of the SROs with input from school administrators.
  - b. Annual evaluation of the SRO program. SROs will have a flexible schedule during the school day to attend after-school events.
  - c. Establish process between school administrator and the police department to address concerns and complaints.
  - d. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

**ARTICLE VI  
INDEMNITY AND HOLD HARMLESS**

- 6. The City agrees to indemnify and save harmless the School District of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the City of any property, structures, or equipment of the School District (whether improved , modified, altered, or developed by the

City or otherwise) or any activities sponsored by the City taking place on any such property, structures or equipment.

6.1 The School District agrees to indemnify and save harmless the City of and from any and all liability and expenses, including attorneys' fees, of any nature whatsoever (including any claim on account of any injuries, diseases, or claimed injuries or diseases compensable under the Workman's Compensation Laws of the State of Minnesota) resulting or in any manner arising out of the use by the School District of any property, structures or equipment of the City (whether improved, modified, altered, or developed by the School District or otherwise) or any activities sponsored by the School District taking place on any such property, structures or equipment.

6.2 The indemnity provisions of Paragraph 6 shall not apply to any liability incurred by the School District as a result of any wrongful or tortious acts of the School District, its officers, agents or employees.

6.3 The indemnity provisions of Paragraph 6.1 hereof shall not apply to any liability or expenses incurred by the City as a result of any wrongful or tortious acts of the City, its officers, agents or employees.

6.4 The parties hereto agree to cooperate with one another in the defense of any claim, demand or rights of action within the terms of this Agreement.

6.5 In no case shall either party's obligation to indemnify the other party exceed the statutory liability limit of the other party.

## **ARTICLE VII GENERAL PROVISIONS**

7. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint venture, or joint enterprise between the parties hereto or as constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

7.1 This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of

this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

7.2 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.

7.3 This Agreement, together with all of 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.

7.4 The waiver by the parties of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

7.5 Notice to City provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to Duluth Chief of Police, 2030 N. Arlington Avenue, Duluth, Minnesota 55811. Notices to School District shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to ISD 709, Director of Business Services, 4316 Rice Lake Road, Duluth Minnesota 55811 or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

7.6 This Agreement may be executed in separate counterparts with the same effect as if all signatures were on the same Agreement.

7.7 For purposes of this Agreement, a telecopy or facsimile document and signature shall be deemed as, and shall serve as, an original Agreement and signature.

7.8 This Agreement, along with any attached exhibits, embodies the entire understanding of the parties and there are no further or other agreements, permits, or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

7.9 The understandings of Paragraph 7.8 above shall also extend to any uncommunicated expectations the parties may have and not specifically mentioned in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.  
709

By: \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
City Clerk

ATTEST: \_\_\_\_\_  
Clerk

DATE: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney



# EXHIBIT A

## DULUTH POLICE DEPARTMENT

### JOB SPECIFICATIONS

#### SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
  - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
  - collect and preserve evidence and provide for its identification and analysis;
  - prepare and serve search warrants and arrest warrants when needed;
  - complete written reports; and
  - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe 123 School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

July 11, 2023

Hello,

We need to have the school board sign the updated Involta service order.

The first one they signed was for 36 months. They made an error and it should have been for 60 months.

I have attached the first signed copy (36 Month) and also the new copy for 60 months.

Please have them sign the 60 month copy.

Thank you,

Coleen Nordwall

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, Purchasing Coordinator  
**SUBJECT:** BID – 1307 Data Center Colocation Services  
**DATE:** December 2, 2022

Bids for Data Center Colocation Services were advertised in the Duluth News Tribune and sent to four (4) providers of computer and information technology support and service.

One response was received from Involta.

Bart Smith, Manager of Technology and this department reviewed the response.

It is recommended that the proposal as submitted by Involta for the five (5) year maximum bid amount of **\$534,480** be accepted. They anticipate our five (5) year cost will be less than half at \$199,260, but would need to award this bid for the maximum amount of **\$534,480**.

We anticipate our five (5) year cost will be less than half at \$199,260 but need to award this bid for the maximum amount of **\$534,480**.

The pricing breakdown for services is listed on the following page and reflects the pricing difference.

Item Description	Per Unit Non-Recurring Cost (NRC)	Per Unit Recurring Monthly Cost (MRC)	Maximum Units	Max MRC	Max Bid Value	Anticipated Units	Anticipated MRC	Anticipated Bid Value	Notes
27 Colocation Full Cabinet	\$0.00	\$625.00	4	\$2,500.00	\$150,000.00	3	\$1,875.00	\$112,500.00	Three (3) Cabinets
Fiber Pair Cross Connect	\$0.00	\$111.00	24	\$2,664.00	\$159,840.00	5	\$666.00	\$39,960.00	Five (5) Cross Connects
One (1) Kva of Power	\$0.00	\$156.00	24	\$3,744.00	\$224,640.00	6	\$780.00	\$46,800.00	Six (6) Kva of Power
Other Costs	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	
<b>Total Costs</b>				<b>\$8,908.00</b>	<b>\$534,480.00</b>		<b>\$3,321.00</b>	<b>\$199,260.00</b>	

# SERVICE ORDER MODIFICATION



## PREPARED FOR:

**Account Name** Duluth Public Schools - ISD  
709  
**Contact Name** Bart Smith  
**Billing Address** 4316 Rice Lake Road, Suite 10  
Duluth, Minnesota 55811

**MSA Number** MSA201505114570  
**Contract Term** 60 Months  
**Account Number** 0000004954

## Service Order Modification #

**Proposal Name** Duluth Public Schools - ISD 709[  
]colo mod.  
**Date** 6/21/2023

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com

**This Service Order Modification (SOM) amends Service Order (SO) # Q-00022538**

## MODIFICATION TO SERVICES:

The following replace those in the Service Order for the Product listed below.

**Change Description:** **Cancelled** – quantity of existing services are being removed from existing service order.

**Incremented** – quantity of existing services are being added to existing service order. **New** – quantity of new services being added to existing service order.

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	625.00	1,250.00
	5	Colo Power KVA	INV-KVA-Duluth 6th Ave	156.00	780.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	111.00	555.00
				<b>Monthly Recurring Charges</b>	2,585.00

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	0.00	0.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	0.00	0.00
				<b>Non- Recurring Charges</b>	0.00

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# SERVICE ORDER MODIFICATION

## DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

### TERMS & CONDITIONS:

This Service Order Modification is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this Service Order Modification remain in full force and effect. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order Modification or, in the event no such Exhibit, or Exhibits, is attached, then as found at <http://sd.involta.com>, which, in either case, are incorporated here by this reference.

### CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

### DISCLAIMER, ACKNOWLEDGEMENT, AND CONSENT:

To the extent this Service Order includes Services which Client can unilaterally increase or decrease its consumption or usage (i.e. a "pay-as-you go" or "consumption-based" service delivery model or platform), Client agrees to pay Involta for the all fees and charges based upon the higher of the amount or level of Services ordered by Client or actually used or consumed by Client.

Client acknowledges that the use of any Services provided by a third-party provider (including, but not limited to, Microsoft Azure, AWS or Google) ("Third Party Providers") are at all times subject to said Third-Party Provider's initial and continuing acceptance of Client, any terms and conditions, any change in the terms and conditions, features or functionality, including the termination of certain offerings or functionality (the "Third Party Terms"). Involta will use commercially reasonable efforts to provide Client with advance notice of any changes or termination of certain offerings. Client agrees to be bound by, and comply with, all Third Party Terms. In the event of any change in Third Party Terms which has a materially adverse impact on Client, Client may elect to terminate the Services governed by such changed Third Party Terms, and the parties will cooperate to develop a transition plan. Any post termination retrieval of data is subject to the Third Party Provider's standard policy at the time of termination.

# SERVICE ORDER MODIFICATION



**ACCEPTANCE:**

Each of the undersigned represents that the undersigned has:

- read and understands this SOM and has full power and authority to sign it;
- agrees and acknowledges that this SOM is incorporated into the MSA; and,
- signed this SOM effective as of 6/21/2023

<b>Customer (legal name):</b>	<b>Involta, LLC</b>
<b>Duluth Public Schools - ISD 709</b>	
<b>Individual signing:</b>	<b>Individual signing:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Title:</b>	<b>Title:</b>
<b>Signing date:</b>	<b>Signing date:</b>
<b>Purchase Order #:</b>	

# SERVICE ORDER



**PREPARED FOR:**

**Account Name** Duluth Public Schools - ISD  
709  
**Contact Name** Bart Smith

**Billing Address** DSC Accounts Payable  
709 Portia Johnson Dr  
Duluth MN 55811

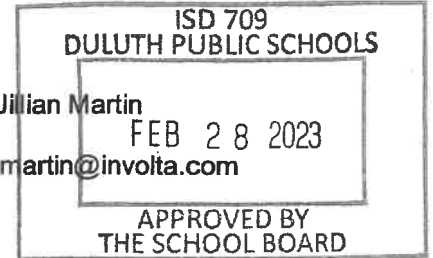
**MSA Number** MSA201505114570  
**Contract Term** 36 Months  
**Account Number** 0000004954

**SERVICE ORDER #**

Q-00022538

**Proposal Name** Duluth Public Schools - ISD  
709[ ]Colocation  
**Date** 12/22/2022

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com



**I. SERVICES:**

QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6 <sup>th</sup> Ave	625.00	1,250.00
5	Colo Power KVA	INV-KVA-Duluth 6 <sup>th</sup> Ave	156.00	780.00
5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6 <sup>th</sup> Ave	111.00	555.00
			<b>Monthly Recurring Charges</b>	<b>2,585.00</b>

**II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:**

**A. Summary Overview of Services, if any:**

**B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:**

# SERVICE ORDER



### III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

### IV. TERM and TERMINATION:

- A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.
- B. Each of the Services will begin on the earlier of (i) the date Involta provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").
- C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").
- D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at Involta's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").
- E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated

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# SERVICE ORDER



above. If Involta terminates this Service Order without Cause, Involta will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

F. Client shall have the first right and option ("Option") to purchase up to two (2) additional twenty-four inch (24") wide cabinet spaces within their private caged area ("Option Space") at the Data Center, subject to the conditions set forth in this section. During the term of this Service Order, Involta may notify Client in writing (including email) ("Notice") of Involta's desire and intention to use some of the Option Space, up to and including all of the Option Space, as stated in the Notice ("Claimed Space"), to provide services to a third-party. Client shall have seventy-two (72) hours after the date of said Notice in which to exercise the Option for the Option Space, in writing (including email). If Client exercises its Option for the Claimed Space, the parties shall execute a Service Order for the Claimed Space on then-current terms and Involta's then-current rates quoted to such third-party, within ten (10) business days. If Client does not exercise its Option for the Claimed Space, Client's Option shall terminate with respect to the Claimed Space, and Involta shall be free to sell the Option Space to the third-party.

## V. INVOICING; PAYMENT TERMS:

- A. *Invoicing.* Except as expressly provided Section II above, Involta shall invoice Client as follows:
- i. Monthly Recurring Charges shall be invoiced beginning immediately after the Service Start Date;
  - ii. Non-Recurring Charges shall be invoiced upon Effective Date, except as provided in Section V.A.iv below;
  - iii. Hardware shall be invoiced when shipped; and
  - iv. In the event that Involta reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by Involta, then the Monthly Recurring Charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.
- B. *Payment Terms.* Client shall pay all Monthly Recurring Charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

## VI. TERMS & CONDITIONS:

- A. This Service Order is incorporated into and made a part of the MSA referenced above and any TC Schedule applicable to the Services listed above.

# SERVICE ORDER



B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.involta.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to Involta by Client as of the effective date of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay Involta for the actual hours expended by Involta in performance of the Services.

## VII. SUPPLEMENTAL SERVICES:

A. Involta will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, Involta shall prepare and submit invoices to Client on the 15<sup>th</sup> and last business day of each month. Fee schedule will be based on the then-current Involta IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

## VIII. CONFIDENTIALITY:

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

## IX. ACCEPTANCE:


Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

Customer (legal name): Duluth Public Schools - ISD 709	Involta, LLC
---	--------------

# SERVICE ORDER



Individual signing:	Individual signing: <i>Jill Lofald</i>
Signature:	Signature: <i>Jill Lofald</i>
Title:	Title: <i>School Board Chair</i>
Signing date:	Signing date: <i>2-28-23</i>
Purchase Order #:	
Email (for Notice of Service Start Date):	

 <b>ISD #709</b> <b>Duluth Public Schools</b>	<b>ISD #709</b> 135 <b>Duluth Public Schools</b> HOCHS Relocation Project
	Monthly Progress Report July 2023
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

**Recent Progress and Activities:**

- The Facilities remodel project construction progress:
  - Certificate of Occupancy was obtained.
  - Testing & Balancing was completed.
- The Public Roadway/DSC/Transportation project construction progress:
  - The Certificate of Occupancy was achieved at all buildings.
  - Lighting installation was completed at the Bus Garage.
  - All parking lots & roadways have been paved and stripped.
  - Site signage installation has been completed.
  - Site light poles were installed.
  - Mechanical start-ups have been completed.
    - Testing & Balancing was completed.
  - The Punchlist walkthrough has been 100% completed.
    - Items have been issued to Contractors, to address.

**Upcoming Activities and Next Steps:**

- Upcoming construction scope:
  - a. DSC/Transportation/Roadways:
    - i. Punchlist items will continue to be addressed by Contractors within the coming weeks.
    - ii. The closeout process will continue within the coming weeks.



**Description**

DSC - 1st Floor (Lobby Area)

**Taken Date**

07/26/2023 at 11:35 am

**Uploaded By**

Nathan Norton

**Upload Date**

07/26/2023 at 11:37 am

**File Name**

15B1D515-4682-48BD-81F1-5EC...



**Description**

Bus Garage

**Taken Date**

07/25/2023 at 10:10 am

**Uploaded By**

Nathan Norton

**Upload Date**

07/25/2023 at 10:10 am

**File Name**

311D854D-7C79-4DC6-8922-05D...



**Description**

Transportation Building

**Taken Date**

07/25/2023 at 10:10 am

**Uploaded By**

Nathan Norton

**Upload Date**

07/25/2023 at 10:10 am

**File Name**

7C83DEA1-CCC0-4F81-89D6-292...



**Description**

DSC - 2nd Floor

**Taken Date**

07/25/2023 at 10:09 am

**Uploaded By**

Nathan Norton

**Upload Date**

07/25/2023 at 10:09 am

**File Name**

3FAFCA74-6BD1-4B61-B2B8-464...



**Description**  
DSC - 1st Floor (Boardroom)

**Taken Date**  
07/19/2023 at 02:10 pm

**Uploaded By**  
Austin May

**Upload Date**  
07/19/2023 at 02:20 pm

**File Name**  
[CC6DB3FC-6124-4671-B578-7F6...](#)



**Description**  
Parking Lot

**Taken Date**  
07/14/2023 at 01:31 pm

**Uploaded By**  
Austin May

**Upload Date**  
07/14/2023 at 01:32 pm

**File Name**  
[23C0CADA-94B7-494A-AD98-865...](#)



**Description**  
DSC - 2nd Floor

**Taken Date**  
07/14/2023 at 01:29 pm

**Uploaded By**  
Austin May

**Upload Date**  
07/14/2023 at 01:31 pm

**File Name**  
[F04DB682-6353-4D30-991D-6F4...](#)



**Description**  
DSC Building

**Taken Date**  
07/14/2023 at 01:19 pm

**Uploaded By**  
Austin May

**Upload Date**  
07/14/2023 at 01:19 pm

**File Name**  
[C9D12717-DDAB-4082-A86A-A0B...](#)

**Expenditure Contracts Signed  
July 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.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Rapp Strategies, Inc.	\$16,000*	Office of the Superintendent (DU)	Communication services regarding November 2023 referendum
Lake Superior College	\$155.00*	Office of the Superintendent (DU)	Meeting space rental agreement for cabinet retreat
National Audio Visual	\$6,000.00*	TLE (DR)	Providing audio/visual support services during staff professional development days on 8/29/23 and 12/4/23
SmartPass	\$3,617.28*	Ordean-East MS (DU)	Hall pass program for 2023-2024 school year



July 27, 2023

John Magas, Superintendent  
 Independent School District 709  
 4316 Rice Lake Road Suite 108  
 Duluth, MN 55811

Dear John:

This letter is the agreement (“Agreement”) between Rapp Strategies, Inc. (“Rapp Strategies”) and Independent School District 709 (“Client”) wherein Rapp Strategies will provide strategic counsel and communications services to the Client described substantially below. This Agreement shall be effective from July 27, 2023 until November 17, 2023.

1. The Client and Rapp Strategies are entering this Agreement to provide strategic counsel, and public information and engagement activities for a November 2023 referendum. The Scope of Services for the project includes:
  - a. Strategic counsel to assist development of the Client’s public information and engagement strategies;
  - b. A plan to inform residents about the district’s plan and the need for a referendum, including designing research, if requested;
  - c. Regular in-person or virtual meetings with the Client’s Superintendent, designated staff and school board members to manage communications activities;
  - d. Drafts of core messaging and naming/brand of the proposal;
  - e. Develop an editorial calendar for traditional and digital media;
  - f. Preparation for media interviews;
  - g. Design and population of a referendum microsite;
  - h. Design of a fact sheet and evolving FAQs for public communications;
  - i. Drafts of at least three (3) newspaper/newsletter columns and up to six (6) Letters to the Editor, or similar materials based on the editorial calendar;
  - j. Drafts of a 12-15 slide PowerPoint presentation for public meetings;
  - k. Create a guide for using social media;
  - l. Drafts of ongoing social media posts; and
  - m. Post-election information for the school community.

Todd Rapp, CEO of Rapp Strategies, shall be the strategic leader for this project. Jodi Boyne, Senior Director, will lead implementation of the communications plan with other Rapp Strategies staff members managing development of materials, as needed.

2. Rapp Strategies shall invoice client for professional fees and expenses in the amount of \$4,000 each for the months of August, September, October and November 2023. No additional amounts shall be invoiced unless Client requests additional services in writing, or requests access to vendors under Paragraph 8.

Rapp Strategies, Inc.

3. The Client shall submit payment to Rapp Strategies within thirty (30) days of the invoice date. Overdue invoices incur a service charge of 1.5% per month (18% annually). Client agrees to reimburse Rapp Strategies for all expenses, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid balance. This section shall survive the termination or expiration of this Agreement.
6. Upon request of Client, Rapp Strategies will provide website design services using a Squarespace template to be published on the Client's account on an Internet Service Provider (ISP) hosting service. In accordance with the Squarespace Terms and Conditions, the Client will own the website and the content thereof. The Client will be solely responsible for maintaining the website and purchasing and renewing the URL(s) and hosting services through the appropriate third-party vendors. The Client will authorize Rapp Strategies to access the relevant website account(s), and authorizes the Client's hosting service to provide Rapp Strategies with access to the Client's account(s) so that design services may be performed and Client-approved content may be populated to the website.
7. Rapp Strategies is providing website design services "as is" and makes no warranties or representations, either express or implied, that the website will be uninterrupted, error-free, free from viruses or other harmful components. In no event will Rapp Strategies be liable for any damages arising out of the operation of or inability to operate the website, including, but not limited to, Client-approved content, service interruptions, security issues, or hacking. This section shall survive the termination or expiration of this Agreement.
8. The Client agrees to directly pay vendors for the production of the materials developed by Rapp Strategies to support the communications plan described in Paragraph 1. Rapp Strategies recommends that clients use local third-party vendors for production expenses as much as possible. If requested by the Client in writing, Rapp Strategies will contract directly with its vendor partners on the behalf of a Client. In doing so, Rapp Strategies provides the Client with access to Rapp Strategies' relationships with such vendors, allowing the Client access to potentially significant cost savings such as avoiding set-up expenses and other account fees. In such cases, Rapp Strategies will manage the vendor's services, handle billing arrangements and provide for timely payment to the vendor. In consideration for the Client's access to such cost savings and to offset the expense of managing vendor invoices and pre-payment, Rapp Strategies will add a mark-up of ten percent (10%) to the vendor's invoice when Rapp Strategies bills the Client for vendor's services. Rapp Strategies is not reselling the vendor's services and the vendor's invoice will include sales tax as appropriate.
9. In the event the Client discovers any potential errors in or has questions about an invoice, the Client agrees to submit, in writing prior to the due date provided on the invoice, (i) the dollar amount of the suspected error or transaction needing documentation, and (ii) a description of the suspected billing error and/or an explanation of why additional documentation is requested. The Client agrees that if it does not notify Rapp Strategies of any suspected error within thirty (30) days of the date of the invoice, then it foregoes any rights to dispute such error.

10. Rapp Strategies will maintain accurate records of all work performed for the Client and out-of-pocket expenses incurred on the Client's behalf and will make these records available for inspection for up to one (1) year following the date of any work performed. The Client agrees that it will not be entitled to access to confidential Rapp Strategies information, including salary or overhead information.
11. To the extent Rapp Strategies is asked by Client's legal counsel to perform public relations strategy and functions in support of legal actions involving the Client, Rapp Strategies will make all reasonable efforts to protect this work from disclosure to third parties using the attorney work product doctrine.
12. Rapp Strategies will make all reasonable efforts to preserve confidential information provided by the Client or developed by Rapp Strategies on behalf of the Client. "Confidential Information" means all non-public information, including, but not limited to, product information, customer information, financial information, business and marketing plans, production plans and methods, customer lists, business contacts, fee schedules, personnel information, on-site and off-site computer data, computer usernames and passwords, business systems and techniques, and any documents labeled or stamped "trade secrets," "proprietary," or "confidential." Rapp Strategies acknowledges and agrees that in connection with the provision of the services to the Client, Rapp Strategies shall not, during the term or thereafter, use, publish, otherwise disclose, or utilize in any way, any of the Client's Confidential Information, at any time during or after the term of this Agreement, and continuing for so long as the Client continues to reasonably maintain the non-public nature of such Confidential Information, except as necessary to provide the services hereunder. Upon termination of this Agreement and at the request of the Client, Rapp Strategies shall return to the Client any of the Client's Confidential Information in its possession.
13. Rapp Strategies will not and shall not be expected to undertake activities to verify the accuracy of any information supplied to it by the Client and is entitled to rely on such submission in the discharge of its services.
14. The Client agrees to indemnify, defend and hold harmless Rapp Strategies, together with its shareholders, officers, employees, agents, successors and assigns, from and against any loss, claim, suit, judgment, proceeding, investigation, liability, cost and expense (including the immediate assumption and payment of any Rapp Strategies legal expenses and attorney's fees and out-of-pocket costs and expenses), penalty, damage, settlement or obligation of any kind or nature that arises from or is incurred as a result of (i) any act or omission (or alleged act or omission) of the Client, its agents or affiliates, (ii) any information provided by the Client to Rapp Strategies or approved and/or adopted by the Client, or (iii) representations made by the Client to Rapp Strategies or to any third party. This indemnification shall include payment for time spent by Rapp Strategies personnel in connection with any such matter (including time spent in responding to subpoenas and preparing for and providing testimony in depositions and at trial) at the hourly rates specified for such personnel in this Agreement. This section shall survive the termination or expiration of this Agreement.
15. This Agreement may be terminated within 30 days following the receipt of written notice to the address of Rapp Strategies (in the case of termination by the Client) or the Client

(in the case of termination by Rapp Strategies) provided above. Any retainer, partial retainer or other amounts due to Rapp Strategies, irrespective of whether such amounts have been invoiced to the Client as of the date of any termination, shall remain due and payable upon the terms described herein.

16. This Agreement constitutes the whole agreement between the Client and Rapp Strategies with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. No amendment of this Agreement will be effective unless mutually agreed to in writing by Client and Rapp Strategies.

17. If any court or competent authority finds that any provision (or part of any provision) of this Agreement is illegal, invalid or unenforceable, that provision or part provision, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Agreement will not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Client and Rapp Strategies will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the original intention.

18. This Agreement is made and entered into in the State of Minnesota and the parties hereto agree the laws thereof shall govern it. Any action to enforce this Agreement shall take place in the courts of the state of Minnesota located in Hennepin County, Minnesota, or in the U.S. District Court located in Minneapolis, Minnesota.

Sincerely,

Rapp Strategies, Inc.



By: Todd Rapp, CEO  
Date: July 27, 2023

Accepted as of the 27 day of July, 2023 by the "Client", described above.

Signed: John Magas  
By: John Magas  
Its: Superintendent



**MINNESOTA STATE**

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
23	700000	9394	\$155.00		

**FACILITIES USE AGREEMENT**

**ON-CAMPUS ONLY**

THIS FACILITIES USE AGREEMENT is between the State of Minnesota, by and through the Board of Trustees of the Minnesota State Colleges and Universities on behalf of LAKE SUPERIOR COLLEGE ("Minnesota State") and ISD 0709, 4316 RICE LAKE RD STE 108, DULUTH, MINNESOTA 55811 ("Licensee").

1. **FACILITIES.** For purposes of this Agreement, "Facilities" shall mean:

**Lake Superior College, 2101 Trinity Road, Duluth, MN 55811  
Conference Room S207**

Parking will be available to Licensee at the following location: **Any unmarked space/row.**

2. **GRANT OF LICENSE.** Minnesota State grants to Licensee a license to use the Facilities solely for the following purpose(s):

**Meeting**

The estimated number of people expected to participate or attend is: **11.**

Licensee acknowledges and agrees that Minnesota State, its agents, employees, invitees, licensees and students may use any portion of the Facilities for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facilities as provided in this Agreement. Licensee shall use the Facilities in accordance with the terms and conditions of this Agreement, all Minnesota State policies and procedures including all federal, State and local laws, ordinances, rules and regulations.

The parties agree that this agreement does not create a landlord-tenant relationship between them. Minnesota State is permitting Licensee to use the Facilities according to the terms of this Agreement. It is specifically understood that the permission to use the Facilities and the period of use are not exclusive to Licensee, and Minnesota State shall have

the right to enter and use the Facilities at all reasonable times for purposes of inspecting the same or for such other purposes as may be required by Minnesota State.

3. **TERM AND TIME OF USE.** Licensee may use the Facilities during the following dates and times:

**Tuesday, June 27, 2023, from 8:15am-4:15pm**

4. **FEE.** For its use of the Facilities, Licensee agrees to pay to Minnesota State a fee of **One Hundred Fifty-Five and 00/100 Dollars (\$155.00)**, which amount shall be payable in advance when Licensee signs this Agreement and delivers it to Minnesota State. Except as set forth in paragraph 17, if the Minnesota State cancels this Agreement prior to Licensee's use of the Facilities, Minnesota State will refund the fee to Licensee.

5. **NOTICE AND CONTRACT ADMINISTRATION.**

All notices, requests, and other communications between Licensee and Minnesota State that are required or that Licensee and Minnesota State elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

**COLLEGE/UNIVERSITY:** Lake Superior College

**Contact Name and Title:** Alan Finlayson Vice President of Administration

**Address:** 2101 Trinity Road, Duluth, MN 55811

**LICENSEE:** ISD 0709

**Contact Name and Title:** John Magas Superintendent

**Address:** 4316 RICE LAKE RD STE 108, DULUTH Minnesota 55811

6. **MAINTENANCE OF FACILITIES.** Licensee agrees to maintain the Facilities in a clean and sanitary condition. After Licensee finishes using the Facilities, Minnesota State will inspect the Facilities and make any repairs or replace any missing or destroyed property, as it deems appropriate. Minnesota State will then submit an invoice to Licensee for the repairs or replacement of missing items, which Licensee agrees to pay within thirty (30) days. However, if the cost of repairs or replacement is estimated to exceed \$500.00, Minnesota State shall be entitled to obtain payment of such amount from Licensee in advance. This provision will survive the termination of this Facilities Use Agreement.
7. **RULES AND REGULATIONS.** Licensee agrees to honor and abide by all rules and regulations set forth by Minnesota State during its occupancy of the Facilities.
8. **LICENSEE'S INSURANCE.** Licensee shall not occupy the Space under this Agreement until Licensee has obtained, at its sole expense, general liability and property damage insurance requirements as described below and naming both Minnesota State Colleges and

Universities and **Lake Superior College, 2101 Trinity Road, Duluth, MN 55811** as additional insured, and has provided a certificate of insurance to Minnesota State and said insurance has been approved by Minnesota State/State of Minnesota. All policies shall remain in force and effect throughout the term of this Agreement. If this Agreement is signed by Licensee less than thirty (30) days prior to the event, Licensee shall submit such evidence of insurance upon the signing of this Agreement. **No occupancy or use by Licensee may take place until satisfactory evidence of insurance coverage is provided to Minnesota State.**

## GENERAL INSURANCE REQUIREMENTS

### POLICY REQUIREMENTS

#### 1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
  - \$100,000 Bodily Injury by Disease per Employee
  - \$500,000 Bodily Injury by Disease Aggregate
  - \$100,000 Bodily Injury by Accident

#### 2. General Liability Insurance

- A. Minimum Limits of Liability:
  - \$2,000,000 – Per Occurrence
  - \$2,000,000 – Annual Aggregate
  - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
  - Premises and Operations Bodily Injury and Property Damage
  - Personal & Advertising Injury
  - Blanket Contractual
  - Products and Completed Operations
  - Other; if applicable, please list \_\_\_\_\_
  - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

#### Additional Insurance Conditions

- Licensee's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the Licensee's performance under this Agreement.
- Licensee agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Licensee's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- Licensee is responsible for payment of Agreement related insurance premiums and deductibles.
- If Licensee is self-insured, a Certification of Self-Insurance must be attached.
- Licensee's policy(ies) shall include legal defense fees in addition to the liability policy limits.

- Licensee shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
  - An Umbrella or Excess Liability insurance policy may be used to supplement the Licensee’s policy limits to satisfy the full policy limits required by the Agreement.
9. **LIABILITY AND HOLD HARMLESS.** Licensee shall indemnify and hold Minnesota State harmless for any suits, actions or claims, whether formal or informal, direct or indirect, for injury, death, property damage or loss, including loss as a result of theft or misappropriation, made by or on behalf of any person or persons, firm or corporation arising out of or relating to the conduct, management or use of the Facilities by Licensee or arising out of any work or thing done in or about the Facilities or structures or equipment in the Facilities when such has been authorized by Licensee, except as such injury, death or property damage or loss is attributable solely to Minnesota State's negligence as determined by a court of law. This provision will survive the termination of this Agreement.
10. **MINNESOTA DATA PRACTICES ACT.** Licensee agrees to comply with the terms of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data related to this Agreement.
11. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Licensee agrees that in occupying the Facilities, it is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. section 12101, et seq., and any regulations promulgated pursuant to the Act. Minnesota State IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. **AUDIT.** The books, records, documents, and accounting practices and procedures of Licensee relevant to this agreement shall be subject to examination by Minnesota State, and either the Minnesota Legislative Auditor or Minnesota State Auditor for a period of six (6) years following the termination of this Agreement.
13. **NO ASSIGNMENT; AMENDMENTS.** Licensee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of Minnesota State. All amendments to this agreement shall be in writing and executed by a duly authorized representative of each party.
14. **CANCELLATION.** This agreement may be canceled by either party at any time, for any reason, upon ten (10) days written notice to the other party.
15. **NON-WAIVER.** No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
16. **SECURITY.** Licensee hereby assumes all responsibility for security throughout its use of the Facilities.

17. **DEFAULT.** In the event of any default by Licensee under the terms of this Agreement, Minnesota State may immediately terminate this Agreement and retain the license fee, in addition to any other remedies at law or in equity to which the Minnesota State may be entitled. The parties agree that the amount of damages in the event of a breach are uncertain, and the license fee is a reasonable estimate of such damages.

18. **GOVERNING LAW and VENUE.** This Agreement, including all exhibits, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. **ENTIRE AGREEMENT.** This Agreement is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

20. **OTHER PROVISIONS** None.

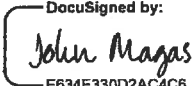
*SIGNATURE BLOCK IS ON NEXT PAGE*

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

**APPROVED:**

**1. LICENSEE: ISD 0709**

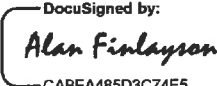
Licensee certifies that the appropriate person(s) have executed the Agreement on behalf of Licensee as required by applicable articles, bylaws, resolutions, or ordinances.

By (authorized signature)	
<small>DocuSigned by:</small>  <small>F634E330D2AC4C6...</small> John Magas	
Title	superintendent
Date	6/20/2023   9:09:20 PM CDT

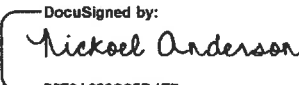
**3. VERIFIED AS TO ENCUMBRANCE (if applicable)**

By (authorized signature)	
Title	
Date	

**2. MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF LAKE SUPERIOR COLLEGE**

By (authorized signature)	
<small>DocuSigned by:</small>  <small>CABEA485D3C74E5...</small> Alan Finlayson	
Title	vice President of Administration
Date	6/21/2023   7:51:15 AM CDT

**4. AS TO FORM AND EXECUTION**

By (authorized signature)	
<small>DocuSigned by:</small>  <small>7579A626C65D4E7...</small> Nickoel Anderson	
Title	Director of Business Services
Date	6/26/2023   11:31:45 AM CDT

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual, 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 August 21, 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.**

National Audio Visual will provide all audio and visual support for Professional Development Day at Denfeld High School on August 29, 2023 for the all staff presentations and on December 4, 2023 for Staff Development Day. Equipment that will be provided by National Audio Visual may include (but not limited to): computer, microphone (portable), lighting to ensure quality sound and visuals for staff. National Audio Visual will live stream the sessions.

Timeline: Prior to August 29, 2023, National Audio Visual will visit the Denfeld Auditorium to view necessary equipment and needs for the day.

Prior to August 28, 2023, Duluth Public Schools will share any videos, etc with National Audio for preview.

Prior August 29, 2023 National Audio and Staff Development team will meet to review the information and presenters for the day. National Audio will meet

August 29, 2023, National Audio will provide all audio and visual support needed for the Professional Development Day.

December 4, 2023 - Services for this day will be dependent on the venue and agenda.

**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 \$6000 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: Joan Lancour, 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) National Audio Visual, 504 East Fourth Street, Duluth, MN 558905.

**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.

Sally  
Contractor Signature

83-1840845  
State Tax ID Number

5/31/2023

\_\_\_\_\_  
Program Director

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

**This contract is funded by either:**

1. The following budget (include full IS and/or LEIS number)
2. will be paid using Student Activity Funds
3. is no cost contract (e.g. Memorandum of Understanding, etc.)

**Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds and enter the budget number on the top line below center in blank spots following the example:

01	E			316		
XX	X					

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

\_\_\_\_\_ Check if the contract is a no cost contract (e.g. Memorandum of Understanding, etc.)

\_\_\_\_\_  
CFO / Superintendent of Schools



**Ordean East Middle School**

Quote Expires: July 30, 2023

1,100 students

<b>Hall Pass Standard Plan</b>	
<b>2023-2024 School Year</b> \$3.59/student	<b>\$3,949.00</b>
<b>ID Cards</b>	
<b>2023-2024 School Year</b> \$0.00/student	<b>\$0.00</b>
<b>Support Package</b>	
Dedicated Project Manager, Implementation, PD Training Session, and Continuous Support.	<b>\$0.00</b>

**Ready to Purchase or Add Additional Products?**

Visit this link to Submit a Purchase Order or payment online. Plus, explore additional products.

<https://quotes.smartpass.app/8153>

**Subtotal \$3,949.00**

Legacy Discount - \$331.72

**Grand total (USD) \$3,617.28**

Total Discount of \$331.72

*Simone Zurich*  
 Simone Zurich, Exec. Dir. Of  
 Finance and Business Services  
 7.27.23

**Terms of Service:** By submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at [smartpass.app/terms](https://smartpass.app/terms) and Privacy Policy available at [smartpass.app/privacy](https://smartpass.app/privacy). The Terms of Service and Privacy Policy are hereby incorporated by reference and SmartPass reserves the right to update its Terms of Service and/or Privacy Policy at any time, in its sole and absolute discretion. SmartPass may provide notification of any changes to its Terms of Service or Privacy Policy either via an announcement on its website or applications or through email notification to users.

**If you need a W-9,** you can view it at [smartpass.app/w9](https://smartpass.app/w9)

**Multi-year subscriptions are contingent on advanced payment in full.**

**Remit to**  
 SmartPass Inc.  
 PO Box 473  
 Eagleville, PA 19408

**Contact**  
[billing@smartpass.app](mailto:billing@smartpass.app)

**No Cost Contracts Signed  
July 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Minnesota Office of Higher Education	TLE	Agreement with MDE to waive fees for higher education application fees

**DIRECT ADMISSIONS MINNESOTA  
DATA SHARING AGREEMENT BETWEEN  
THE MINNESOTA OFFICE OF HIGHER EDUCATION AND  
Duluth Public School District**

This Agreement is entered into by the **Minnesota Office of Higher Education (OHE)** and **Duluth Public School District (District)** for purposes of sharing data for administration of the Direct Admissions Minnesota program, a statewide college admissions program for high school seniors. The data will be used by **OHE** for the purpose of facilitating the college application process at colleges and universities selected by students enrolled at high schools participating in Direct Admissions Minnesota.

Direct Admissions Minnesota is a state-supported education program, funded under Minn. Stat. § 136A.84. The Direct Admissions Minnesota program is designed to encourage all public high school seniors to consider themselves “college material” by proactively notifying them of the colleges and universities that will admit them. Students will receive a notification based on academic performance that lets them know which Minnesota colleges and universities will directly admit them, information about how to apply, and other essential next steps. High schools work with **OHE** to conduct an academic review, notify students of their eligibility for admissions, facilitate transcript submission to colleges, and to assist with trouble shooting and answering student and family questions about the program.

**Parties**

1. **OHE** is the state agency responsible for funding, administering, and evaluating programs serving prospective and current college students enrolling in and completing postsecondary education. **OHE** is a state educational authority and has corresponding authority and responsibility to administer postsecondary programs, and to evaluate postsecondary education in Minnesota.
2. Colleges and universities participating in Direct Admissions Minnesota are postsecondary institutions recognized by the U.S. Department of Education and licensed or registered in Minnesota by **OHE**.
3. The **District** is a local education agency physically located in Duluth, Minnesota.

**Legal Authority for Data Sharing**

4. **OHE** is a state educational authority as named in 34 C.F.R. § 99.31(a)(3)(iv).
5. The **District** is a local education agency subject to 34 C.F.R. § 99.31.
6. Both **OHE** and the **District** are authorized under the Family Education Rights and Privacy Act (FERPA) and Minn. Stat. § 13.32, subd. 3(e), to disclose otherwise private educational data under 34 C.F.R. § 99.31(a)(2) regarding individual students, subject to the requirements of 34 C.F.R. § 99.34, to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer.
7. In addition, the **District** is authorized under FERPA and Minn. Stat. § 13.32, subd. 3(e) to disclose private educational data under 34 C.F.R. § 99.31(a)(1)(B) to contractors who perform an institutional service or function for which the agency or institution would otherwise use employees.
8. This Agreement complies with 34 C.F.R. §§ 99.31(a)(6) and 99.33(b). Finally, this Agreement complies with Minn. Stat. § 13.32, subd. 3(e) of the Minnesota Government Data Practices Act (MGDPA), which permits disclosure of private student data pursuant to FERPA.

**Purpose and Scope**

9. Data shared under this Agreement includes personally identifiable information for the purpose of facilitating the college application process at colleges and universities selected by students enrolled at high schools participating in Direct Admissions Minnesota.
10. Data shared under this Agreement includes personally identifiable information for students enrolled in Grade 12, and selecting one or more colleges to be admitted to under Direct Admissions Minnesota.
11. Data shared:
  - a. Will be redisclosed by OHE to colleges and universities selected by the student for purposes of Direct Admissions Minnesota,
  - b. Will be joined by OHE to personal contact and anticipated enrollment information provided voluntarily by a student, as shown in attachment 2,
  - c. Will be used to provide the District with summary data on participation in Direct Admissions for all participating high schools,
  - d. Will be used by OHE to troubleshoot any issues related to college admissions for students of the District seeking to enroll via Direct Admissions at any of the participating colleges and universities,
  - e. Will be used by OHE to evaluate the Direct Admissions program, specifically the impact of the program on application to, enrollment in, and completion of postsecondary education in Minnesota by student academic and demographic characteristics, utilizing the data provided by the District and by the Minnesota Department of Education, and
  - f. Will be redisclosed by OHE to college preparation and support programs. For purposes of this clause, a college support program is defined as a program whose purpose is to facilitate colleges enrollment by providing admissions and financial aid advising activities and support to individual students seeking to enroll in a college participating in Direct Admissions. Information redisclosed to a college preparation and support program under this clause is limited to the name of the college chosen by a student participating in the college preparation and support program for purposes of Direct Admissions, and for whom the college preparation and support program has written consent to share and receive student level data.
12. Data elements to be shared are listed in Attachment 1.

**Duties****13. The District responsibilities. The District will:**

- a. At a minimum, provide each student's parent or guardian seeking to participate in Direct Admissions Minnesota with the following Tennesen Warning in order to fulfill the District's requirements as a public entity under FERPA and Minnesota Government Data Practices Act:

- i. **Tennessee Warning.** *In accordance with the Minnesota Government Data Practices Act, the District is required to inform you of your rights as they pertain to the private information collected from you. When you select to participate in Direct Admissions Minnesota, the following information is collected: Name, MARSS Number, academic information, the high school transcript, contact information, gender, date of birth, and colleges selected by the student for direct admissions. The District collects information on students' college selections and contact information in order to participate in the Direct Admissions program. This data will be used by the District and the Minnesota Office of Higher Education staff to notify colleges of your direct admissions participation, waive application fees at the colleges, and provide colleges with your contact information to complete the admissions process. You are not required to provide this information and may choose to apply to the identified colleges using the application links they provide on their website.*

*In addition, the Office of Higher Education will ask you to volunteer additional contact information to facilitate the college admissions process (e.g. contact information, anticipated date of enrollment, parent or guardian name and contact information). You are not required to submit the personal contact or anticipated enrollment information requested. If you do not provide the personal contact or anticipated enrollment information, you still may participate in Direct Admissions and the colleges you selected will be instructed to reach out to you for this information via the admissions application form or other means.*

*Information you provide is available only to you, your District, the Office of Higher Education, the colleges you identify, the Office of the Legislative Auditor, and upon court order.*

- b. Provide to OHE personally identifiable information consistent with this Agreement and as described in Attachment 1, and
- c. Understand and comply with all of the data practices provisions of this Agreement.

**14. OHE responsibilities. OHE will:**

- a. Create and maintain a secure method of transmission of data,
- b. Provide to colleges and universities participating in Direct Admissions personally identifiable information on behalf of students enrolled at the District consistent with this Agreement and as described in Attachment 1,
- c. Conduct reporting as described in the Purpose and Scope section of this Agreement, and
- d. Understand and comply with all of the data practices provisions of this Agreement.

**Data Practices Provisions**

15. OHE and the District each agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq.*, and any and all other applicable state and federal laws governing the data shared pursuant to this Agreement and all data, created, collected, received, stored, used, maintained, or disseminated by OHE under this Agreement. Each party is individually responsible for compliance with laws and regulations governing or affecting the collection, storage, use, sharing, disclosure and dissemination of private data.

16. OHE agrees to comply with all applicable federal and state laws, statutes, and rules with respect to the protection of privacy, security and dissemination of the shared data. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal or state laws.
17. OHE and the **District** understand that personally identifiable information maintained by either party to the agreement is subject to the privacy and confidentiality provisions of federal and state statutes, rules and regulations, including, but not limited to, the Family Education Rights and Privacy Act (20 U.S.C 1232g); related federal regulations (34 C.F.R. Part 99); the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 *et seq*; and federal laws and regulations regarding students with disabilities (20 U.S.C. §1417 (c); 34 C.F.R. 300.32, 34 C.F.R. §§ 300.610-300.627)).
18. OHE agrees to use the data it receives only to the extent necessary to achieve the goals stated herein. OHE will not use the individual-level data for any other purpose unless required by judicial order.
19. Data exchanged under this Agreement may not be duplicated, disseminated or used by OHE for another purpose or program without the express written permission of the **District** unless required by judicial order. All copies of data of any type, including modifications or additions to data from any source that contains information regarding individuals, are subject to the provisions of this Agreement in the same manner as the original data.
20. Data exchanged under this Agreement will be made available to OHE through secure means.
21. OHE agrees that only those employees, contractors, and agents who need to have access to data provided under this Agreement because they are conducting work directly related to Direct Admissions Minnesota will have access to the data. OHE agrees to provide the **District** with a list of staff members currently assigned to the approved research upon request.
22. OHE agrees that all employees, contractors, and agents who receive data provided pursuant to this Agreement, will agree in writing to comply with all applicable data practices, data privacy laws and regulations.
23. All employees, contractors, and agents of OHE who have access to data shared under this Agreement will complete data practices and data security training.
24. All employees, contractors and agents of OHE who have access to the data shared under this Agreement will comply with all applicable federal and state laws with respect to the data shared under this Agreement.
25. OHE agrees that all individuals having access to data under this Agreement are subject to reasonable supervision to ensure compliance with applicable federal and state data practices law.
26. OHE will use reasonable efforts to store and process all data collected, created, used, maintained, or disclosed in such a way that unauthorized persons cannot retrieve the information by means of a computer, remote terminal, or any other means. OHE will use appropriate safeguards to prevent use or disclosure of private data on individuals by its employees, contractors, and agents, including but not limited to implementation of administrative, physical, and technical safeguards to reasonable and appropriately protect the privacy and integrity of individual-level data that it creates, receives, maintains, or transmits under this Agreement.

- 27. OHE will report any known data security or data privacy incidents to the District as soon as they become known. For purposes of this Agreement, security incident means the access, use, disclosure, modification, or destruction of information provided by the District in a manner inconsistent with this agreement. Privacy incident means violation of the MGDPA or any other applicable state or federal data practices laws, including, but not limited to, improper and/or unauthorized use or disclosure of protected information and breach of security of information as defined by Minnesota Statutes, Section 13.055. This report must be made in writing and submitted to the authorized representatives after the security or privacy incident is discovered by OHE.
- 28. OHE will only disclose data in summary form for public reports, unless otherwise specified herein.
- 29. OHE will destroy data received under this Agreement when it is no longer needed for the purpose of this agreement. OHE will use a secure method of destruction that prevents inadvertent release of any data and protects the privacy and confidentiality of the data. Upon request, OHE will send a letter to the District's authorized representative that confirms the method and date of the data destruction. Summary data and summary analyses created from data provided pursuant to this agreement are not subject to destruction requirements.
- 30. If the District determines that OHE has violated this Agreement, the District reserves the right to request that OHE immediately destroy all de-identified or anonymized data received under this Agreement.
- 31. The District retains the right to conduct audits or other monitoring of OHE's policies, procedures, and systems related to storage and analysis of data. OHE agrees to allow the District reasonable access if the District conducts any audit or monitoring.

**Miscellaneous Provisions**

- 32. **Liability.** No party will be liable for violations of any applicable laws, or the terms of this Agreement, indirectly or directly arising out of or resulting from, or in any manner attributable to the actions of the other party. The liability of a state agency is governed by the provisions of the Minnesota Torts Claims Act, Minn. Stat. § 3.732 and 3.736, *et. seq.*, and other applicable law.
- 33. **Transfer.** Neither OHE nor the District may assign its obligations under this Agreement, nor any part of its interest in this Agreement, to another party.
- 34. **Amendment.** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement.
- 35. **Cancellation.** This Agreement may be canceled by any party at any time, with or without cause, upon thirty (30) days written notice to the other parties. Each party specifically reserves the right to immediately cancel this Agreement should a party, in its sole discretion, determine that private or confidential student information has been released in a manner inconsistent with this Agreement or has not been maintained in a secure manner.
- 36. **Authorized Representatives.** OHE and the District designate a single authorized representative for purposes of maintaining the data sharing agreement and ensuring that it is properly enforced.

OHE authorized representative is Meredith Fergus, Director of Research, (651) 259-3963, or her successor.

The District's authorized representative is

Simone Zunic, (name and title), or his/her successor.  
Exec. Dir. Finance, Business Services

**37. Effective Dates.** The terms of this Agreement shall take effect upon signature of both parties and will remain in effect until June 30, 2027.

**Signatures.**

**Duluth Public School District**

*Simone Zurich*

6.29.23

Printed Name: *Simone Zurich*

Date

Title: *Exec. Dir. Finance, Business Services*

**Minnesota Office of Higher Education**

DocuSigned by:

*Andrew Wold*  
E67CB3209B05435

7/11/2023

**Andrew Wold**  
General Counsel

Date

**Attachment 1****Data to be shared for Direct Admissions Minnesota**

<b>#</b>	<b>Data Element Name</b>	<b>Data Element Description</b>
1	High School Name	High School Name
2	High School MDE ORG Number	High School MDE ORG Number
3	High School ACT ID	High School ACT ID
4	Student First Name	Student First Name
5	Student Last Name	Student Last Name
6	Student MARSS Number	13-digit MARSS Number
7	Academic Tier	Academic Tier assigned to the student based on specification sent by OHE
8	Student Email	Email address chosen by the student for contact with selected colleges
9	Student Gender	Gender of the student
10	Student Date of Birth	Date of Birth of the student
11	Anticipated high school graduation date	Anticipated high school graduation date of the student
12	Name of College Selected by the Student for Direct Admissions	Name of College
13	OPE ID of College Selected by the Student for Direct Admissions	8-digit OPE ID of College
14	Student Grade Point Average for Direct Admissions	Student Grade Point Average for Direct Admissions

## Attachment 2

### Sample OHE Additional Information Form for Students

#### Minnesota Office of Higher Education

#### Direct Admissions Additional Data Form

**Congratulations and Thank you for Participating in Direct Admissions!** Based on the information provided by your high school, your information is being sent to the colleges you selected who will contact you at your school email address. If you are willing to speed up the process, we would like to collect a little information to allow those colleges to create your admissions profile.

*Tennessee warning. In accordance with the Minnesota Government Data Practices Act, OHE is required to inform you of your rights as they pertain to the private information collected from you. We collect the personal contact or anticipated enrollment information shown below in order to facilitate your admissions to the colleges you selected for Direct Admissions. You are not required to submit the personal contact or anticipated enrollment information requested below. If you do not provide the personal contact or anticipated enrollment information below, you still may participate in Direct Admissions and the colleges you selected may reach out to you for similar information via the admissions application form or other means. Information you provide is available only to you, OHE employees, agents, and contractors, employees of the colleges you selected, the Office of the Legislative Auditor, and upon court order.*

**In order to connect this information with your high school information, please tell us the following:**

1. Select your high school? \_\_\_drop down list \_\_\_\_\_ (required)
2. Your first name (student) \_\_\_\_\_ (text, required)
  - What is your preferred first name? \_\_\_\_\_ text \_\_\_\_\_
3. Your last name (student) \_\_\_\_\_ (text, required)

**To create your college application profile, we are asking you to volunteer the following information.**

**You are not required to provide it to participate in Direct Admissions, but it will speed up the process.**

4. When would you like to enroll? check boxes
  - Spring 2024 (January 2024, assumes you will graduate in December 2023)
  - Summer 2024 (summer enrollment options vary by college)
  - Fall 2024
5. We have your high school email address, is there another email you would like colleges to use to contact you? \_\_\_\_\_ (email address) \_\_\_\_\_

6. What is your address?

- Address line 1 \_\_\_\_\_ text \_\_\_\_\_
- Address line 2 \_\_\_\_\_ text \_\_\_\_\_
- Address City \_\_\_\_\_ text \_\_\_\_\_
- Address State \_\_\_\_\_ drop down? \_\_\_\_\_
- Address Country \_\_\_\_\_ drop down? \_\_\_\_\_ (if easy to add)
- Address Zip \_\_\_\_\_ text \_\_\_\_\_

7. Is there a phone number you would like colleges to use to contact you? \_\_\_\_\_ phone \_\_\_\_\_

8. Can colleges text message you at the number you listed above?

Yes

No

9. If you would like to supply contact information for a parent or guardian to the colleges you selected, please complete the following:

- Parent/Guardian First Name \_\_\_\_\_ text \_\_\_\_\_
- Parent/Guardian Last Name \_\_\_\_\_ text \_\_\_\_\_
- If your parent or guardian has a different address from you:
  - i. Parent/Guardian Address line 1 \_\_\_\_\_ text \_\_\_\_\_
  - ii. Parent/Guardian Address line 2 \_\_\_\_\_ text \_\_\_\_\_
  - iii. Parent/Guardian Address City \_\_\_\_\_ text \_\_\_\_\_
  - iv. Parent/Guardian Address State \_\_\_\_\_ drop down? \_\_\_\_\_
  - v. Parent/Guardian Address Country \_\_\_\_\_ drop down? \_\_\_\_\_ (if easy to add)
  - vi. Parent/Guardian Address Zip \_\_\_\_\_ text \_\_\_\_\_

***Thank you for participating in Direct Admissions! If you have questions, please contact your high school counselor or the Office of Higher Education ([Direct.Admissions.OHE@state.mn.us](mailto:Direct.Admissions.OHE@state.mn.us)) Have a great senior year!***

**Grant Applications  
July 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
The Northland Foundation	Jen Jaros	Prenatal-Grade 3 (Early Childhood and Curriculum Depts)	4,000	<p>Annually The Northland Foundation invites our district to apply for funds to continue working toward P3 goals. ISD709 has participated in MDE's P3 Initiative for over 10 years. Additionally, The Northland Foundation offers an Early Childhood Summit. A team from our district attends and is then offered this grant opportunity. We have been active participants in this important work. In recent years, the funds have been used for preschool SEL/PBIS-like Pyramid Model training, travel expenses and supplies. Additionally, this year this funding allowed us to gather early childhood and kindergarten teachers, principals and other leaders to learn/train in regard to intentional play-based learning in the classroom. This grant would be used for similar purposes next year. The P3 Leadership group of Jen Jaros, Sherry Williams, Brenda Spartz and Sally Weidt will be meeting in the next few weeks create a plan forward. THIS GRANT IS DUE 6/20, and will be written once approved through this process.</p>

The Northland Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	6,500	2023 Historic Black College and University and Civil Rights History Tour
The Northland Foundation	Katie Scheufeli	Preschool/Head Start	14,000	<p>COSP Facilitator training for 2 staff who were not trained initially (mental health coordinator and education coordinator) ~\$800/person= \$1600 (4 day training)</p> <p>Tier 1 training for the above 2 staff (2) ~\$1,000/person= \$2000 (online training)</p> <p>Tier 2 Training for 4 staff ~\$2200/staff= \$8800. (online training)</p> <p>Travel expenses (hotel, food) ~\$1600</p>