

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 17, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of the Agenda**
5. **School and Community Recognition**
6. **Public Comment**
7. **Reading Communications, Petitions, Etc.**
8. **Report of the Superintendent**
 - A. Reports from Student School Board Representatives 2
 - B. Superintendent's Report 4
 - C. Schedule of Meetings and Events 19
 - D. Summary of the Superintendent Evaluation
9. **Report of Standing Committees**
 - A. Committee of the Whole
 - 1) Monthly Committee of the Whole (*October 3, 2023*) 20
 - B. Human Resources/Business Services Committee (*October 10, 2023*) 78
 - C. Policy Committee (*October 3, 2023*) 207
10. **General Board Committee Updates**
11. **Consent Agenda** 237
12. **Resolutions from Committee Reports**
 - A. B-10-23-3988 - Acceptance of Donations to Duluth Public Schools 523
 - B. B-10-23-3989 - Acceptance of Grant Awards to Duluth Public Schools 525
13. **Special Resolutions and Action Items**
 - A. SP-10-23-3990 Authorizing School Board Members' Attendance at the 2023 AMSD Conference 527
 - B. HR-10-23-3991 Executive Employees Association Collective Bargaining Agreement 528
14. **Questions / Other**
15. **Adjournment**

This past month we saw a lot of great things happen at Denfeld! On September 28th we had our homecoming royalty assembly where Kyra and Deshawn were crowned Denfelds first Homecoming royalty instead of the typical king and queen titles. During the ceremony we saw a beautiful rendition of the National Anthem before the candidates were walked to the stage by an escort of their choosing. The next day we had our homecoming pep-rally in our historic auditorium! The hunter pride was strong as we watched the dance and cheer teams perform for us and then the robotics team brought out their t-shirt launching robot to shoot Denfeld t-shirts into the crowd! After school the Hunter Pride was felt in the student section as we cheered for our boys against North Branch, and although we lost it was still an entertaining game to watch. This past month we also had auditions for our fall show "Ripcord" which will be open for the public to see on November 9th-11th! This week and last week Denfeld has been having parent/teacher conferences. This was a great opportunity for parents to come in and meet their students' teachers and see how they're doing in the classroom. Tomorrow the senior class will be meeting with their counselors to make sure they are on track! They will also be meeting with the college coordinator as well so they can express their plans post high school. That's all for Denfeld at the moment.

Student Rep Report DEHS 10/17

Away for the day

- Teachers Talk about where to draw the line. Lunch? Lockers?
- Students report better focus and improved working environment

Homecoming

- New homecoming royals system with 3 non-gendered winners
- Very well attended game and dance

Upcoming Arts

- choir concert nov 3
- Orchestra concert nov 8th
- The Musical “Mean Girls” will be showing from the 26th to the 29th of October.
- Band concert on nov 10th
- Talent show auditions yesterday and tomorrow, and Talent show on Nov. 15th.

Student Organizations and other news

- Student government is now a class, which has allowed for more events to be planned with more meeting time.
- Student Forum is a club where students can give their feedback to the student rep. It will begin soon, with applications due tomorrow.
- Tomorrow, we are celebrating “East for Peace” month. We will be promoting anti-bullying by encouraging everyone to wear a blue shirt. We also have a friendship bracelet making WIN period where we will make bracelets and have an anti-bullying presentation.
- Last year bathrooms were a huge problem. This year, they may be getting better.
- Climate survey was sent out
- Bleacher captains are selected individuals who have the responsibility of ensuring a positive, safe, and energetic environment at games and school events. These bleacher captains have been doing an incredible job this year leading our student sections, and there has been a wonderful turnout at games.
- harvest is coming up on November 4th at the DECC
- Parent teacher conferences last week
- many colleges visiting

Sports

- Soccer team seasons ended last week
- Tennis and cross country entering section play this week
- Volleyball is on the way to sections
- Football has one more game before sections

www.ISD709.org

Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

September 19, 2023



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.

Topics

- Student Reports
- Referendum Updates
- Superintendent Evaluation Update

FUTURE FORWARD

NOVEMBER 2023 REFERENDUM

Learn more at

FutureForward709.org

Referendum Overview

Residents will vote on a two-question referendum during the election on Tuesday, November 7. If approved, the two questions will provide approximately \$7.9 million to protect and strengthen academic and mental health supports, expand and enrich high school curriculum and invest in technology to help students learn.

We used COVID-relief funding to support these services over the past few years, which produced positive outcomes for our students. However, that funding has ended. The referendum would restructure existing debt that is currently paid by our general fund to free up funding to help protect staff levels, provide enhanced programming for high school students and student support services, and authorize a capital projects levy to provide dedicated funds for investments in student technology.

The referendum is a community-wide decision. Our district's goal is to ensure everyone has the facts they need to make an informed vote on or before Election Day.

Referendum Overview

Current informational efforts:

- Social Media Campaign
- Staff Informational Meetings
- PTA Informational Meetings
- Outreach to Other Groups
- Public Forum Meetings at East, Denfeld and ALC/AEO
- Newsletter Updates
- Television Ads on Fox 21 and Antenna TV
- Ads on Hulu, YouTube, Google and Facebook
- Billboard on Central Entrance and Miller Trunk Highway
- [Future Forward 709 Website](#)

Website Analytics

- **Unique visitors (brand new to the site):** 2,187
- **Total visits:** 2,632
- **Page views:** 5,263
- **Top traffic sources:** Direct to URL (53.8%), referral (29.3%), Google search (9.7%), social media (7.37%)
- **Most popular pages:** Home (2,424 visits), The Plan (824 visits), The Cost (534 visits), Vote (462 visits)
- **Average time/page:** 1 min 46 sec
- **Top Devices:** Mobile (53%), Desktop (46%), Tablet (1%)

Television Ads

- Running on Fox21 and Antenna TV
- 30 sec video ad created by Story North Productions
- 120 Ads on Fox21
- 200 ads on Antenna TV
- Also digital ads on their website fox21online.com
- Estimated 12,000 impression for four weeks

Online Ads

- Running the 30 sec ad on Facebook, Instagram, Hulu, YouTube and other Google partners
- Analytics since Friday:
 - Facebook/Instagram:
 - 8,912 reach
 - 9,329 impressions
 - Youtube/Google:
 - 2,060 Impressions
 - 991 Views
 - 4 website visits
 - Hulu is still populating

Digital Billboard

- 4 weeks on north side of Central Entrance Billboard
- 3 weeks on south side of Central Entrance Billboard
- 1 week at Miller Hill Mall Billboard
- 58,302 impressions per week at Central Entrance spot
- 48,675 impressions per week at Miller Hill spot

Public Forums

- Public forum at Denfeld High School on Oct. 18 from 6-7 p.m. in the cafeteria
- Community Facebook Live Forum on Oct. 24 from 5:30-6:30 p.m. [RSVP on Facebook](#)
- Public forum at East High School on Oct. 25 from 6-7 p.m. in the cafeteria
- Public forum at Area Learning Center on Oct. 30 from 5:30-6:30 p.m. Free parking in the Tech Village Parking garage.

Superintendent Evaluation

Utilized the MSBA document, “A Goals- and Standards-Based Superintendent Evaluation: A Resource for School Board Members and Superintendents”

Three goals were selected for the 2022-23 school year:

- Strategic Planning
- Budget Development and Maintenance
- Relationships with the Community

Superintendent Evaluation

Three goals for the 2023-24 school year:

Standard 2. School District Finances

- Element 2.d. Bond and Levy Campaigns

Standard 3. Communication and Community Relationships

- Element 3.f. Visibility and Approachability

Standard 6. Teaching and Learning

- Element 6.b. School Improvement



Schedule of Meetings and Events

All meetings will be held at: **District Services Center, 709 Portia Johnson Drive, Duluth, MN 55811.**
(Unless otherwise noted).

[Public Comment Guidelines](#)

The Schedule of Meetings and Events is Subject to Change.

Week of October 16 - October 20, 2023

Tuesday	October 17, 2023	5:30 p.m.	Virtual Family Forum - Referendum RSVP to receive a Google Meet link
Tuesday	October 17, 2023 <i>Member Oswald will be attending remotely from 615 N. 56th Ave. W., Duluth, MN 55807</i>	6:30 p.m.	Special [Closed] Session - Disciplinary & Property Sales
Tuesday	October 17, 2023 <i>Member Oswald will be attending remotely from 615 N. 56th Ave. W., Duluth, MN 55807</i>	7:00 p.m.	Regular School Board Meeting* <i>(or immediately following Special [Closed] Session)</i>
Wednesday	October 18, 2023	6:00 p.m.	Public Forum - Referendum Denfeld High School Cafeteria 401 N. 44th Ave W.

Week of October 23 - October 27, 2023

Tuesday	October 24, 2023	5:30 p.m.	Community Facebook Live Forum-Referendum RSVP on Facebook
Wednesday	October 25, 2023	6:00 p.m.	Public Forum - Referendum East High School Cafeteria 301 N. 40th Ave. E.
Wednesday	October 25, 2023	6:00 p.m.	Education Equity Advisory Committee (EEAC) Building For Women 32 E. 1st St.

**If a Regular School Board meeting is canceled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.*

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 3, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

B. Informational Items

1) **Improving Systems - Staffing and Budget Meetings - Booster Club Updates** 2

2) Presentations

a. **Supporting Every Student - Middle School Model and Student Achievement Update** 5

b. **District Initiative Update: Continuous Improvement Teams (CITs)** 26

c. **Avancing Equity - 2023-2024 Educational Equity Framework Development Plan** 46

C. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: October 3, 2023

Topic: Improving Systems - Staffing/Budget Meetings and Booster Club Updates

Presenter(s): Simone Zunich

Attachment (yes or no): Yes

Brief Summary of Presentation or Topic (no more than a few sentences):

Discussion- "The Finance and HR team hold 3 staffing and budget meetings each school year". The first round of meetings takes place in Sept/Oct. At the table is the site Principal, Special Education, HR, Finance, Asst Supt, Director of TLE. We will also include A & I and Indian Ed if those programs are at that site.

We review all staffing, FTE's, enrollment numbers and budget codes. We also review the finance budget. It is an intensive process that we just implemented last year and it was well received. The meeting lasts around 3 hours."

Booster Club Updates with attachments

Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer — can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone) 218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

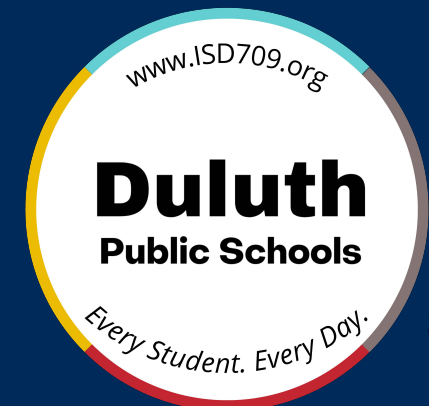
Rev. 8/31/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide
for Booster Clubs on
guidelines & procedures
required by:
Duluth Public Schools



Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict

Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR

Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.



VARSIY HEAD COACH/HEAD ADVISOR

If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/head advisor is the person you contacted previously, please proceed to the next step.



ACTIVITIES DIRECTOR

If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.



PRINCIPAL

If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.



ASSISTANT SUPERINTENDENT

If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of \$25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

- 1) Treasurer report should contain all transactions that took place prior to the meeting.
- 2) Finances of each club should be open to all members
- 3) A paid coach should not have check writing authority.
- 4) It is vital that **two people** should be involved in the authorization and signing of any check.
- 5) All purchases must go through the school district (see below).
- 6) At least two members should tabulate all funds collected.
- 7) Boosters may not use Duluth Public Schools’ Tax ID or Tax Exempt Numbers.
- 8) For the purpose of good communication with families, Duluth Public Schools may need to request tax statements, receipts, expenditures, and balances.
- 9) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

COW Agenda Cover Sheet

Meeting Date: October 3, 2023

Topic: Middle School Model Update

Presenter(s): Jen Larva and members of the MS Model Committee

Attachment (yes or no): Yes: [Google Slides](#)

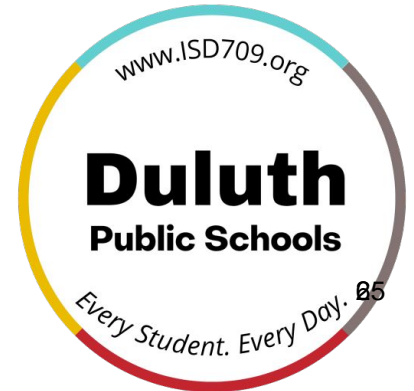
Brief Summary of Presentation or Topic (no more than a few sentences):

The presentation will update the board and the community of the work completed by the MS Model committee. We will share our plan for a MS Model and an accompanying schedule that is being considered.

Middle School Model

Committee Update

October 3, 2023





Our Journey with the MS Model

MN Ten Commitments to Equity

9. *Improve Conditions for Learning:* Focus on school culture, climate and social emotional development. Connect teaching to the experiences, assets and needs of students.

10. *Give Students Options:* Empower students with high-quality options to support every learner's success.

MS Model Committee Team Membership

Facilitators: Jen Larva and Ethan Fisher

Chrissy Valento - Art Teacher

Dale Uselman - Curriculum Coordinator

Dani Smilanich - Social Studies Teacher

Heidi Lyle - Media Specialist

Jason Crane - Director of Special Services

Katie Oliver - English SWS Teacher

Kristin Paschen - MTSS Coordinator / Music

Joan Lancour - Administrative Assistant

Charlotte Aschman - World Language Teacher

Doug Hughes - Business Teacher

Heather DeMeyer - FACS Teacher

Heather Harvick- Content Specialist / SD Coor

Kurt Drengler - Special Education Teacher

Sally Weidt - Student Achievement Coordinator

Morgan Costley & Tory Rock - Counselors

Brian Kazmierczak & Sue Lehna - Principals

Parameters

We are tasked to creatively envision a **middle school model** and an accompanying **innovative** schedule that keeps **best practices** and the **desired daily experiences** of our students at the center of our focus.

- No reduction of core content minutes
- Cost responsible
 - Up to \$2M (Personnel, busing, PD, etc.)
- Aligns with the Desired Daily Experiences of our students
- Addresses standards outcomes

Standards and Implementation

- [2018 Minnesota Arts Standards](#)
- Separated into 5 Fine Arts Areas
 - Visual Arts
 - Media Arts
 - Theater
 - Dance
 - Music
- Secondary benchmarks are now established by individual grade level (formerly they were banded)



Impacts on Middle School

- Middle school students must be offered/have access to at least three (3) and are required to meet benchmarks in at least two (2) Arts areas **every year**
- All benchmarks in an area must be met in a year in order to fulfill this requirement



Timeline of Work

March:

- Formation of committee
- Defined parameters of our work
- Explored definition of MS Model

April:

- Reviewed literature and resources to support MS Model
- Discussed the 18 characteristics of a Successful MS Model
- Began reviewing different schedule models

May:

- Drafted belief statement
- Developed Work Groups

June:

- Group attended AMLE Leadership Conference
 - Key Takeaways
- Identified Cornerstones of a MS Model
- Discussed Young Adolescent development
- Analyzed first version of a schedule

August:

- Schedule revisions
- Begin discussion on course options

September:

- More schedule revisions
- Prepare to present to board and sites

Desired Daily Experiences

Students:

- Kids want to feel like they ***belong*** regardless of the color of their skin
- Desire strong, meaningful ***connections*** with other students and staff
- Desire many ***choices and options*** for courses including “real life” classes and extracurricular activities
- Access to ***mental health supports*** and to feel ***safe*** at school
- Knows what is expected of them and knows they will be ***treated fairly*** if mistakes are made

Staff:

- Have time during the work day to ***collaborate***, prepare and grow professionally
- Have ***systems and resources*** to support students’ academic social-emotional and socio economic needs
- Resources are provided to support ***safety*** at school and within departments of all students and staff
- Class sizes that allow to reach the individual, social/emotional and academic needs through ***differentiation*** and building ***relationships***

Co-Created Belief Statement

We believe that middle school students build *community* and positive *relationships* through *exploration*, *choice*, and *student-centered learning*.

We will accomplish this through *educator teams* that are committed to supporting students' *academic*, *emotional*, and *social* development by providing an environment that is *welcoming*, *inclusive* and *affirming* for all.



[Image source](#)

AMLE Leadership Conference

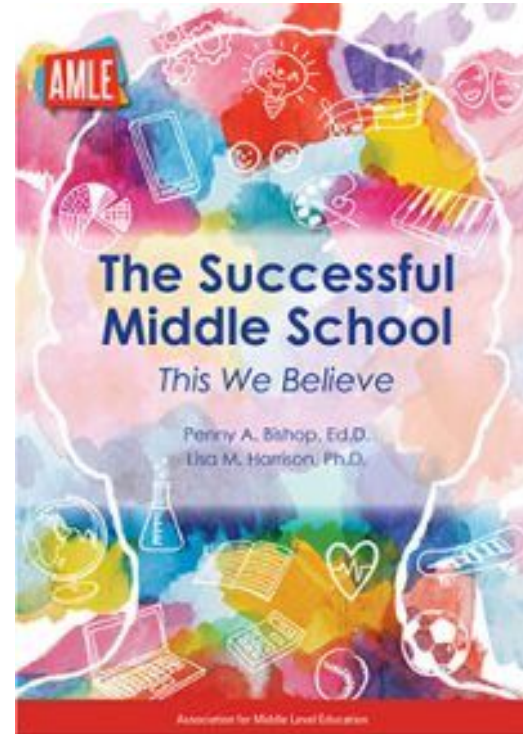
Key Takeaways

Cornerstones

- Advisement
- Teaming
- Exploratory
- Intervention/Enrichment

Young Adolescent Development

- Movement
- Sense of Belonging



Work Groups and Deliverables

Culture and Climate

- Focus: Climate and Communication
- Deliverables:
 - What is a Middle School Model
 - Family Engagement and Communication

Curriculum, Instruction, and Assessment

- Focus: Course Offerings
- Deliverables:
 - Exploratory vs. Elective Offerings
 - MN Arts Standards Implementation

Leadership and Organization

- Focus: Structures
- Deliverables:
 - Schedule



4x4 A/B Option

Overview of Schedule by Grade

Block Schedule

70 min	Block 1	Advisory	Block 2	Block 3 / Intervention & Enrichment / Lunch			Block 4	
6th grade	8:45-9:55	10:00-10:20	10:25-11:35	11:40-12:10 (L)	12:15-12:45 (I&E)	12:50-2:00	2:05-3:15	
7th grade	8:45-9:55	10:00-10:20	10:25-11:35	11:40-12:10 (I&E)	12:15-12:45 (L)	12:50-2:00	2:05-3:15	
8th grade	8:45-9:55	10:00-10:20	10:25-11:35	11:40-12:50		12:55-1:25 (L)	1:30-2:00 (I&E)	2:05-3:15

4x4 A/B Example

Week 1

Monday	Tuesday	Wednesday	Thursday	Friday
"A" Day	"B" Day	"A" Day	"B" Day	"A" Day
Pds 1, 2, 3, 4	Pds 5, 6, 7, 8	Pds 1, 2, 3, 4	Pds 5, 6, 7, 8	Pds 1, 2, 3, 4

Week 2

Monday	Tuesday	Wednesday	Thursday	Friday
"B" Day	"A" Day	"B" Day	"A" Day	"B" Day
Pds 5, 6, 7, 8	Pds 1, 2, 3, 4	Pds 5, 6, 7, 8	Pds 1, 2, 3, 4	Pds 5, 6, 7, 8

2024-2025 Possible Middle School Course Offerings

Grade 6

1. English 6
2. Math 6
3. Earth Science
4. Minnesota Studies
5. Physical Education
6. Music
7. Visual Art 6
8. Business Ed (Computers)
9. *New Exploratory

Grade 7

1. English 7
2. Math 7
3. Life Science
4. U.S. Studies
5. Physical Education
6. **Fine Arts Req. Option #1
7. **Fine Arts Req. Option #2
8. FACS
9. Industrial Technology
10. *New Exploratory

Grade 8

1. English 8
2. Algebra 1 or Int. Algebra
3. Physical Science
4. Global Studies
5. Physical Education
6. Health & Wellness
7. **Fine Arts Req. Option #1
8. **Fine Arts Req. Option #2
9. *Elective Options

Exploratory and Elective Options

The Exploratory and Elective Options will be created by the Curriculum, Instruction, and Assessment subgroup. A student interest survey will be sent to all middle school students as part of the process to develop exploratory and elective offerings.

Time Comparison

Current Schedule

- Six 49 minute periods per day
 - 141 hours per year
- Some classes on A/B schedule
- 8 courses over a school year
- No formal advisory period
- WIN every day
- Seven 5-minute passing periods
- Electives offered in 8th grade
 - 71 hours per year

Proposed Model

- Four 70 minute periods per day (A/B)
 - 102 hours per year
- All classes on A/B schedule
- Up to 10 courses over a school year
- Pull advisory activities out of WIN time
- Interventions and Enrichment every day
- Six 5-minute passing periods
- Exploratory in 6th and 7th grade (TBD)
- Electives in 8th grade (TBD)
 - On a wheel for one Q
 - 51 hours per year

Impacts

- Provides time for building community and making connections within Advisory time
- Maintains PLC time for content area alignment
- Allows time for Interdisciplinary Teaming and planning for Interventions and Enrichments
- Exploratory and Elective teachers will have time for teaming

Block Scheduling Benefits:

- Time management- fewer class periods and disruptions during the day improves teacher's lesson quality.
- Allows alternate methods of teaching
- Promotes Cooperative learning
- Allows time for individualized teaching
- Less daily load for students

Disadvantages:

- Less total class time per course
- Requires revising curriculum pacing
- Absent student may miss more content

Cost Analysis

The 4x4 model will result in increase costs:

- Offering more classes to students and
- Hiring more teachers to deliver the additional programming for students
- Art standards requirements impact the number of required Art offerings

However, block scheduling is not implemented to be a cost savings but instead is implemented ***to create a more positive school climate and increase offerings.***

Realizing the benefits of blocks schedule is dependent on changes to teaching practices, adequate ***professional development*** to support teaching in a block schedule, and securing staff buy-in.

Next Steps

- Begin conversations with stakeholders
- Gather questions and feedback from stakeholders
- Student Input into course offerings

Family and community sharing opportunities

Plan for course changes for 2024-25 school year

COW Agenda Cover Sheet

Meeting Date: October 3, 2023

Topic: Supporting Every Student - Continuous Improvement Teams

Presenter(s): Dr. Tawnyea Lake and school principals

Attachment (yes or no): Yes [Presentation](#)

Brief Summary of Presentation or Topic (no more than a few sentences):

Dr. Tawnyea Lake will provide an update on one of our district's key initiatives - Continuous Improvement Teams (CITs). This update will include an overview of the initiative, a brief history of the initiative, as well as a status update. School board members will have an opportunity to meet our principals as well as have an opportunity to ask questions.

District Initiative Update: Continuous Improvement Teams (CITs)


Committee of the Whole - September 2023



MN Commitments to Equity



Ten Minnesota Commitments to Equity

- 
1. Prioritize equity.
 2. Start from within.
 3. Measure what matters.
 4. Go local.
 5. Follow the money.
 6. Start early.
 7. Monitor implementation of standards.
 8. Value people.
 9. Improve conditions for learning.
 10. Give students options.



Presentation Overview

Overview of the CIT Initiative

A Brief History and Status Update

Meet the Principals

Questions?

Resources



Overview of the Continuous Improvement Teams Initiative



CITs and the Continuous Improvement Process

Implementing a solid CIT framework in our schools was identified as a key strategy to help improve student achievement. The CIT initiative is one of the district's Action Cards.

The CIT initiative uses a continuous improvement process based on processes promoted by the Minnesota Department of Education.

It was adapted for the Duluth Public Schools working in partnership with the Regional Centers of Excellence.

Overview of the CIT Initiative: The What, Why, Who



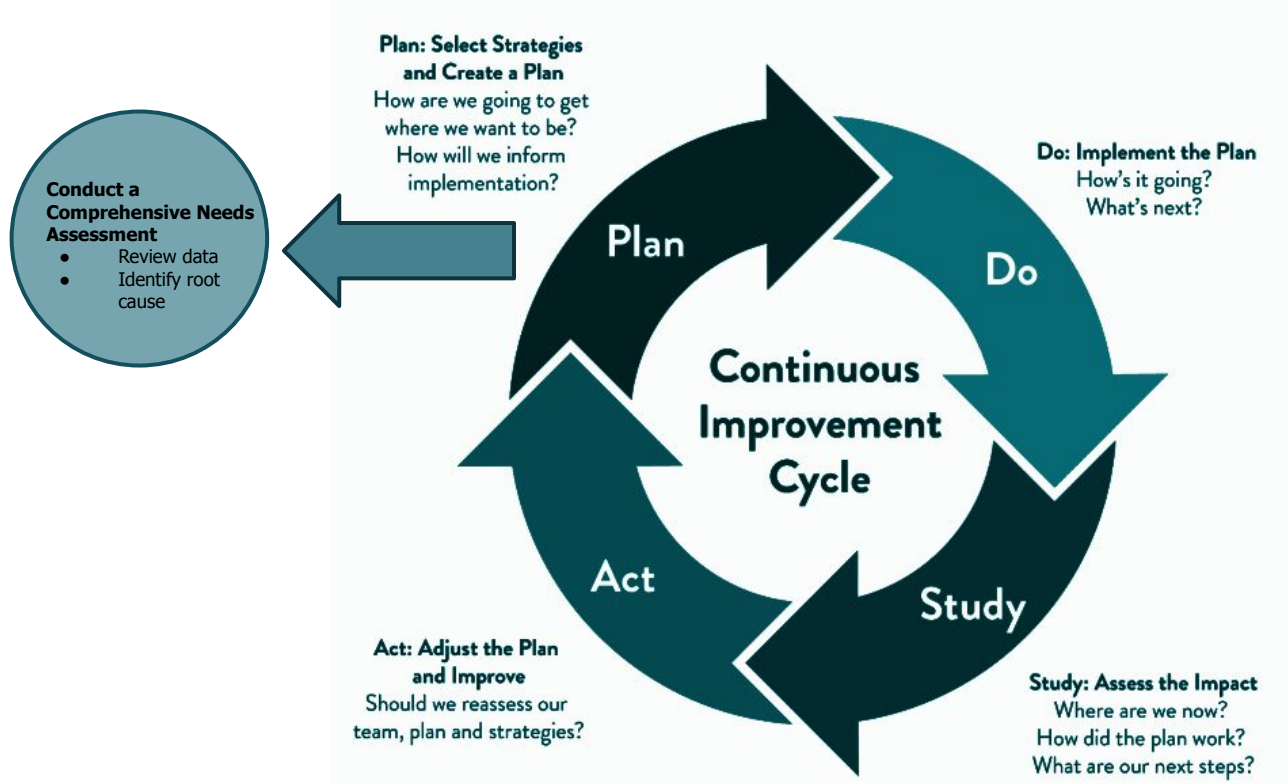
Continuous Improvement Process

- Encourages coherence and connections
- Shifts mindsets - growth is key
- Focuses on the “how” to do the work

Continuous Improvement Team (CIT)

- Provides leadership to guide each school’s continuous improvement work
- Represents a variety of perspectives

Overview of the CIT Initiative: The How



School Improvement Plan: The Tool

What is a SIP?

- A written plan to achieve the vision of the school
- It answers “How are we going to get to where we want to be?”
- Its primary purpose is to identify and implement the research-based strategies, practices, or programs that will address the root cause – strategies that the system can implement with the greatest likelihood of success

The Continuous Improvement Process: A Brief History and Status Update



CITs: Where We've Been

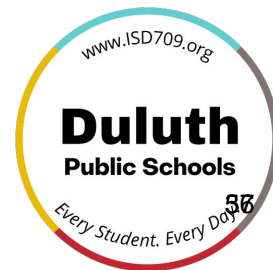
CITs are not new!

- Continuous Improvement Teams (CITs) were implemented in the Fall of 2016
- Teams received training and support through December 2018
- In January of 2018, the District experienced deep mid-year budget cuts and funding for initiative was rescinded
- From 2018-2021, schools continued with CITs as best they could without district guidance or support. This resulted in inconsistencies in practice across the district.

CITs: Where We've Been

In 2021-22, the district recommitted to CITs and prepared for a re-launch of the initiative

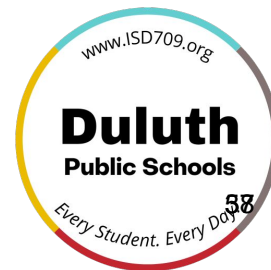
- Updated processes and procedures to align with Regional Center of Excellence (RCE) and MN Dept of Ed (MDE) expectations and timelines
- Developed tools and resources to support the initiative (ex: [Handbook](#))
- Assessed status of leadership teams using pre/post rubric
- Identified teams' needs based on the results of Leadership Rubric
- Proposed a roadmap for implementation



CITs: Where We've Been

In 2022-2023, the district re-launched CITs across the district

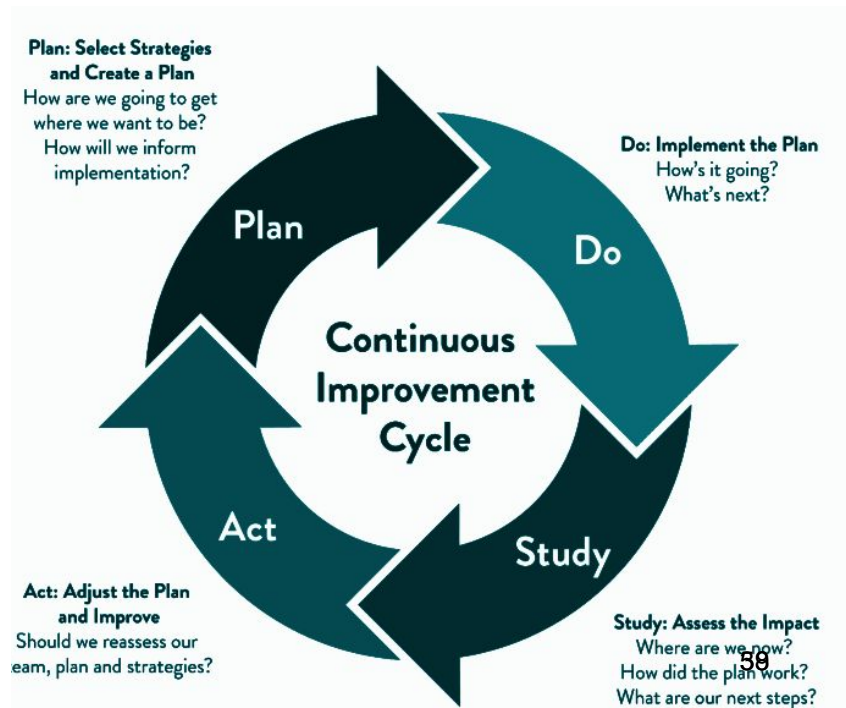
- Provided training and support using updated processes
- Monitored the use of updated processes
- Gathered feedback on training, processes, and support
- Made improvements based on feedback



Where Are We Now?

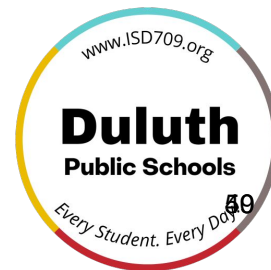
By the end of 2022-2023 (year 1), all schools:

- Formed a team to guide the work (CIT)
- Developed a schedule for the CIT to meet regularly
- Completed an initial Comprehensive Needs Assessment (CNA) and identified a Root Cause
- Set student outcome goals based on the data reviewed in their CNAs
- Identified a strategy or strategies to address the identified root cause
- Developed an action plan for implementing the strategies they selected



Where Are We Now?

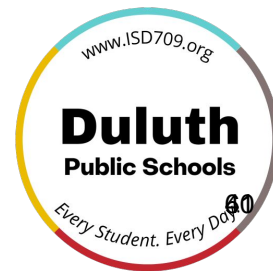
Schools across the district vary in where they are in the process of implementing, monitoring, and evaluating the strategies that are included in their School Improvement Plans.



Where Are We Going?

Continue to support teams through initial implementation of the initiative, move towards full implementation or “standard practice”

- Continue to provide training and support using updated processes
- Continue to monitor the use of updated processes
- Continue to gather feedback on training, processes, and support
- Incorporate new resources from MDE into our practices
- Make improvements to the processes based on feedback



Meet the Principals



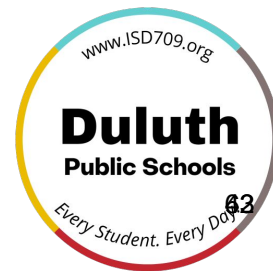
Meet the Principals

Introduce yourself (name and school)

1-2 things you are particularly proud of this related to your school's continuous improvement work

Optional: Something you want the SB to know about you, your CIT, or your school

1-2 minutes per principal - MAX



Questions?

Initiative Lead: Tawnyea Lake, PhD, NCSP

Director of Assessment and Evaluation

tawnyea.lake@isd709.org

218.336.8713 (or x1027)



Additional Information

For additional information on what each school is doing to improve student achievement, you may access their most recent school improvement plan on their school's website under "About Us" (after October 15).

[District SIPs At-A-Glance](#)

[School Improvement Goals and Progress Report](#)



COW Agenda Cover Sheet

Meeting Date: Oct 3, 2023

Topic: Plan to develop an Education Equity Framework

Presenter(s): Nate Smith (he/him), Coordinator - Office of Education Equity

Attachment (yes or no): Yes ([LINK HERE](#))

Brief Summary of Presentation or Topic (no more than a few sentences):

Presentation to share the background, current reality and plans for the development of an Education Equity Framework this year. We will be creating a team to develop identified initiatives as part of the Framework.

Duluth Public Schools

2023-2024

Educational Equity Framework Development Plan



Background / Current Reality

- In 2017, the previous Superintendent, asked the previous Coordinator of the Office of Education Equity, to assist in developing an Education Equity Framework for the Duluth Public Schools. The district began this process researching resources for a **definition of equity** along with various key questions for considering equity in decision-making processes from previous work already done with the Minnesota Department of Education (MDE).
- Stakeholder input was vital to the process of starting the development of an Educational Equity framework and the school board Resolution of Commitment for our district.
- The district used various methods for gathering input on the development and components of an Educational Equity Framework and Resolution of Commitment, including:
 - listening sessions with individuals and community organizations,
 - three Think Kids input sessions, community conversations, and
 - an online survey to receive input from staff and folks that were not able to attend the neighborhood input sessions.
 - Collaborated with the HiAP group in gathering input on the components of the framework and on the drafting of the overall proposed Framework. Intention was used to gather input from individuals and communities who identify as being diverse, or have/are living in poverty.
- The Definition of Equity, Ten Minnesota Commitments to Equity, and the Tool for Equity Accountability (TEA) Form are components of an Educational Equity Framework that the stakeholder team recommended the Duluth School Board adopt through a Resolution of Commitment.
- The school board adopted this resolution on June 19th, 2018 ([resolution linked here](#))



Background / Current Reality

- A District Leadership team was created to develop an Educational Equity Framework with an implementation plan, monitoring/accountability measures, TEA Form use, storage and review/monitoring system and timeline.
 - The team started drafting recommendations for proposed Focus Areas, professional development/training ideas and the development of a district/community committee titled, Equity Review Team.
 - A draft implementation and monitoring plan and timeline was started (never completed)
- November 2019, Equity Leadership Team dissolves
- Covid hits later that school year
- Transition of district leadership who oversaw development and initial drafting of an Educational Equity Framework happened, leading us to where we are now.
- The Office of Education Equity is supporting the districts Advancing Equity Strategic Direction and Action Card, which identifies the development on an Educational Equity Framework as a priority focus area this year.
- The Advancing Equity Action Card also lays out other priority focus areas and steps that we, as a district and school community can do, to advance equity.
- We have an identified need to create an Equity Leadership Task Force and Monitoring team made up of district staff and community members, which will work on and monitor Advancing Equity and the development of an Educational Equity Framework



Duluth Public School Resolution E-6-18-3555

Commitment for an Education Equity Framework

WHEREAS, education equity is the condition of justice, fairness, inclusion, and cultural responsiveness in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials;

WHEREAS, the pursuit of education equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, ethnicities, incomes, and other social conditions;

WHEREAS, eliminating those structural and institutional barriers to educational opportunity requires systemic change that allows for distribution of resources, information, and other support depending on the student's situation to ensure an equitable outcome;

NOW, THEREFORE, BE IT RESOLVED that the Duluth School Board does commit to implementation of the Duluth Public Schools Education Equity Framework, which includes a definition of Education Equity, the Minnesota Department of Education's Ten Minnesota Commitments to Equity and the Duluth Public Schools Tool for Equity Accountability (TEA) form;

BE IT FURTHER RESOLVED that the Duluth School Board hereby directs administration to develop a Duluth Public Schools Education Equity Framework implementation and accountability plan.



MN 10 Commitments to Equity

1. Prioritize equity: Set and communicate a vision and targets for high outcomes for all students.
2. Start from within: Focus on leadership, diversity and inclusiveness.
3. Measure what matters: Use relevant and meaningful data. Hold each other accountable for equity.
4. Go local: Engage and develop leaders at all levels. Empower community partners in continuous improvement work.
5. Follow the money: Allocate resources to learners who need them most.
6. Start early: Invest in families and learners early on.
7. Monitor equitable implementation of standards: Improve the quality of curriculum and instruction for all students.
8. Value people: Focus on teachers and leaders. Develop the people you have. Ensure equitable access to the best teachers.
9. Improve conditions for learning: Focus on school culture, climate and social-emotional development. Connect teaching to the experiences, assets and needs of students.
10. Give students options: Empower students with high-quality options to support every learner's success.





**Infrastructure for
Continuous
Improvement**



**Family and
Community
Engagement**



**Multi-Layered
Practices and
Support**



Assessment



**Data-Based
Decision
Making**



Next steps....

- Create an Education Equity Task Force & Monitoring Team following the 4 Stage Development Process
- This team will facilitate the development of an Education Equity Framework, to include:
 - The districts definition of Education Equity
 - Implementation, use and monitoring of the TEA Tool
 - District alignment to MN 10 Commitments to Equity
 - Development of a Diversity Policy
 - Recruitment and Retention plan
 - Affinity Group structure and guidelines
 - District support of EEAC, AIPAC and other district advisory teams
 - Consideration of existing policies, practices, and organizational culture to identify areas for improvement.
 - Develop and identify measurable goals, objectives and accountability measures to progress monitor implementation
 - Determine key milestones and timelines for implementing initiatives, and regularly review and adapt the plan as needed.



Equity Task Force & Monitoring Team - 4 Stage Development Process

	Stage 1	Stage 2
	Formation	Orientation
Who	District leaders and staff, principals and site leaders, families, and community members	Office of Education Equity
What	<p>Formation: Assemble a diverse group of individuals-district leadership, staff and community members who are passionate about equity and inclusion to form the Educational Equity Taskforce and Monitoring Team</p> <p>Recruit team members from various departments and levels within the organization and community to ensure diverse perspectives and representation.</p> <p>Seek individuals who possess knowledge, skills, and a genuine commitment to driving equity and dismantling systemic biases.</p>	<p>1. Roles and Responsibilities: define and communicate the roles and responsibilities of each equity team member.</p> <ul style="list-style-type: none"> -Clearly outline the purpose and objectives of the team. -Assign specific tasks and areas of focus to team members based on their expertise and interests. -Foster collaboration and shared accountability among team members. <p>2. Training and Education: Provide training and educational opportunities to enhance the team's understanding of equity-related concepts and issues.</p> <ul style="list-style-type: none"> -Organize workshops, seminars, and webinars on topics such as implicit bias, cultural competence, and inclusive leadership. -Encourage team members to engage in self-directed learning through reading materials, online courses, and attending relevant conferences or events.
When	Recruitment starting near the beginning of the 23-24 school year. Convene 1st meeting by November 1st, 2023	Through January 2024
How	Process linked here	Define roles and objectives at first meeting and continually identify, develop, facilitate and share training opportunities with members



Equity Task Force & Monitoring Team - 4 Stage Development Process

	Stage 3	Stage 4
	Orientation part 2	Implementation
Who	Office of Education Equity	Educational Equity Task Force and Monitoring Team
What	<p>Action Plan Development Create a detailed action plan and timeline that outlines specific initiatives and strategies to be implemented, including the development of an Educational Equity Framework, to include:</p> <ul style="list-style-type: none"> -Monitoring and use of the TEA Tool -District alignment to MN 10 Commitments to Equity -Development of a Diversity Policy -Recruitment and Retention plan -Affinity Group structure and guidelines -District support of EEAC, AIPAC and other district advisory teams -Consideration of existing policies, practices, and organizational culture to identify areas for improvement. -Develop and identify measurable goals, objectives and accountability measures to progress monitor implementation -Determine key milestones and timelines for implementing initiatives, and regularly review and adapt the plan as needed. 	<p>Collaboration and Communication: Establish effective and intentional channels of communication and collaboration within the team and across district organizational leadership teams (Cabinet, Cabinet +, Duluth Leadership Team, Teaching, Learning and Equity, Principal +, ect.)</p> <ul style="list-style-type: none"> -Foster open dialogue, active listening, and a safe space for team members to share ideas, concerns, and perspectives. -Regularly update the district and leadership teams on the process, progress, challenges and achievements of the team, ensuring transparency and accountability and an intentional communication loop. -Seek feedback and input from employees at all levels to ensure their voices are heard and considered in task force-related decisions.
When	By March 1st, 2024	Ongoing
How	Facilitated by the Office of Education Equity	Process developed and facilitated by the Educational Equity Task Force and Monitoring Team



Progress Measurement

- Regularly assess the Equity Taskforce and Monitoring team's progress against the action plan and timeline while monitoring the impact of initiatives on organizational culture, employee satisfaction, and inclusion metrics.
 - Conduct surveys, focus groups, and qualitative feedback sessions to gauge perceptions and identify areas for improvement.
- Review progress measurement data regularly

Vision at implementation

By setting clear goals, establishing an Educational Equity & Monitoring Team, and implementing robust monitoring mechanisms, we aspire to foster a workplace that values and celebrates diversity. Our commitment extends to effectively implementing and monitoring the use of the TEA tool, aligning our systems with MN's 10 Commitments to Equity, and creating an Educational Equity Framework. Through these initiatives, we aim to create an inclusive environment where everyone feels respected, empowered, and has equal opportunities to thrive.

Questions and reflections?



HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 10, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	5
3) Facilities Department Report	6
4) Technology Department Report	7
5) Transportation Department Report	8
3. <u>Recommended Resolutions</u>	
A. B-10-23-3988 - Acceptance of Donations to Duluth Public Schools	9
B. B-10-23-3989 - Acceptance of Grant Awards to Duluth Public Schools	11
4. <u>Consent Agenda</u>	
A. HR Staffing Report	13
1) Job Description for Second Shift Floater Custodian	15
2) Job Description for HR Specialist	18
B. Finances	
1) Financial Report	23
2) Hourly-Substitute Pay Rate Wage Increase FY24 - Attachment Pending	
3) Fundraisers	24
C. Bids, RFPs, and Quotes	
1) RFP #315 - Architectural Services for DNT Building - Attachment Pending	25
2) RFP #316 - Engineering Services for DNT Building - Attachment Pending	26
3) QUOTE #4387 - Laserfiche Archive Scan	27
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	29
B. No Cost Contracts	97
C. Revenue Contracts	122
D. Booster Club Guideline Brochure Rev. 10/04/23	126
E. Grant Applications	128

Human Resources Report Summary October 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	8	44
# Retirements	1	2
# Resignations	2	5
# Leave of Absences	9	2

HR Department Updates:

In September, the HR team has been busy verifying staff assignments, licensure and processing additional staffing requests. Staffing and Budget meetings started on September 29 with Principals. To date we have completed meetings with Denfeld, East, Lincoln Park and Ordean East.

HR staff have been gearing up to review and process certified staffing lane changes. Certified staff have until October 15 to submit their requests and we have already received almost 40 requests already.

The HR department is in the process of finalizing a laserfiche project in the coming weeks. The project will allow us to have all personnel data stored electronically and provide automatic records retention practices.

Benefits Updates:

The Benefits Department is beginning to visit schools and sites to open Q&A sessions. The first will occur at Laura MacArthur on October 4th. TRA will be at the District Services Center on October 19th for a Retirement Planning session for the teachers who are looking to retire soon. The Benefits Department is preparing for Open Enrollment, which will occur in the first two weeks of November.

The team is also currently reviewing our dental benefits and rates in consideration of providing improved benefits for District employees.

Hiring Updates:

As of Friday, October 6, all regular certified staff positions are filled. We have one long-term substitute opening for an MTSS Coordinator position. We posted and filled 243 openings for this school year, with almost 100 of those positions filled with external applicants.

Current Openings:

Certified:

- Teachers, Elementary (1)
- Teachers, Special Education (2)

Non-Certified:

- | | |
|-------------------------------------|--|
| Administrative/Management (3) | Transportation (8) |
| Child Nutrition (8) | <i>Bus Helper (5)</i> |
| Clerical (3) | <i>School Bus Driver II (3)</i> |
| Integration Specialist (1) | |
| Maintenance (10) | |
| <i>Electrician (1)</i> | Paraprofessionals (14) |
| <i>Engineer II (2)</i> | <i>Early Childhood SpEd Paraprofessional (1)</i> |
| <i>Second Shift Engineer I (4)</i> | <i>Licensed Sign Language Interpreter (2)</i> |
| <i>Second Shift Engineer II (1)</i> | <i>Sign Language Facilitator (1)</i> |
| | <i>Sp. Ed. Building Wide Paraprofessional (3)</i> |
| Playground/Cafeteria Monitor (7) | <i>Sp. Ed. Program Paraprofessional (6)</i> |
| Technology (1) | <i>Sp. Ed. Student Specific Set III Paraprofessional (3)</i> |

Contract Negotiations:

One contract may be sent for Board approval later this month: Executive Employees Association will vote next week on a tentative agreement. We are still active in negotiations with the Education Directors Association, and Principals and have been working with the Duluth Federation of Teachers on topics of interest. We have two meetings scheduled with the Integration Specialists Unit at the end of October, and are still awaiting meeting dates for the Clerical Unit. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	471.00	390.00	81.00	66.00	65.00	83.00	90.00	86.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	435.00	368.00	67.00	74.00	74.00	74.00	77.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	246.00	212.00	34.00	42.00	46.00	48.00	40.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	527.33	446.33	81.00	104.00	77.00	83.00	85.33	97.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	305.00	253.00	52.00	51.00	52.00	49.00	56.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	342.00	285.00	57.00	66.00	64.00	53.00	48.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	290.00	240.00	50.00	43.00	55.00	44.00	47.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	320.66	271.66	49.00	47.00	59.00	59.00	53.00	53.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	397.00	317.00	80.00	73.00	61.00	67.00	54.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	225.00	184.00	41.00	40.00	33.00	40.00	37.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	627.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.10	180.30	202.00	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1094.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.00	342.15	380.50	0.00	0.00	0.00	0.00	
AE Online 650	124.68	0	443 Students 39 Open Enrolled, 34 FT Residents, 370 PT Residents, average enrollment 0.28 or less than 2 classes						0.00	0.00	0.00	0.15	8.85	25.35	45.75	44.58
Denfeld 215	951.20	0							0.00	0.00	0.00	0.00	248.05	274.80	204.35	224.00
East 220	1484.18	0							0.00	0.00	0.00	0.00	381.28	375.95	358.45	368.50
Merritt Creek Academy 81	82.62	30.33	5.00	6.00	4.00	4.00	8.00	8.33	8.00	8.00	9.45	6.00	10.00	4.84	1.00	
ALC 611	82.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.70	33.00	42.85	
Chester Creek Academy 575	32.00	18.00	0.00	1.00	2.00	5.00	6.00	4.00	3.00	5.00	1.00	2.00	2.00	0.00	1.00	
Rock Ridge Academy 580	51.00	16.00	1.00	5.00	2.00	3.00	0.00	6.00	4.00	6.00	4.00	5.00	9.00	6.00	0.00	
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	3.00	3.00	6.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	14.00	3.00	0.00	0.00	1.00	1.00	1.00	0.00	2.00	1.00	2.00	3.00	3.00	0.00	0.00	
The Bridge 950	17.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.85	
Total:	8136.37	3034.32	598.00	618.00	595.00	613.00	602.33	605.99	634.10	542.45	600.10	656.18	710.05	655.39	705.78	

Child Nutrition Report September 2023

September Meal Counts

Week of:	Breakfast 9/4/2023	Lunch 9/4/2023	Breakfast 9/11/2023	Lunch 9/11/2023	Breakfast 9/18/2023	Lunch 9/18/2023	Breakfast 9/25/2023	Lunch 9/25/2023	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	166	1197	295	1570	308	1560	326	1605			1095	5932	58	312
Denfeld	609	2281	977	2768	1073	2648	1056	2681			3715	10378	196	546
Harbor City											0	1711	0	90
East High	630	1893	925	2451	1048	2501	1121	2349			3724	9194	196	484
Homecroft	459	1207	694	1679	724	1663	781	1697			2658	6246	140	329
Lakewood	241	702	440	887	437	834	463	843			1581	3266	83	172
Lester Park	424	1413	822	1877	686	1849	735	1903			2667	7042	140	371
Lincoln park	493	1783	735	2253	829	2290	868	2262			2925	8588	154	452
Lowell	1132	1804	1735	2457	1652	2435	1662	2446			6181	9142	325	481
Laura Macart	679	834	1035	1180	1043	1184	1051	1217			3808	4415	200	232
Myers-Wilkin	540	952	804	1283	882	1322	874	1310			3100	4867	163	256
Ordean/East	326	2413	588	3193	607	3337	793	3275			2314	12218	122	643
Piedmont	1100	1309	1549	1864	1513	1878	1511	1944			5673	6995	299	368
Rockridge	114	145	172	185	176	190	166	179			628	699	33	37
Stowe	713	650	893	878	857	882	829	780			3292	3190	173	168
ALC	29	49	51	111	71	151	46	91			197	402	13	27
	7655	18632	11715	24636	11906	24724	12282	24582	0	0	43558	94285	2295	4968

Impact of Universal free School meals—

Meal counts up from last school year:
 Breakfast counts up 4549 (240 a day)
 Lunch counts up 15,014 (790 per day)
 Child Nutrition Staff very busy and looking forward to filling the last 10 open positions.

Status of Application for Educational Benefits completions

This report shows the amount of Free, Reduced and Paid students in each school. The column with N indicates the number of students with NO APPLICATION completed.

District:Duluth Public Schools

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All Schools

10/3/2023 7:36:33 AM

Student Status Report

School#:All
Section:

School#	School Name	Total	F	R	P	N	P + N
0215	Denfeld High	1044	529 50.67%	72 6.90%	122	321	443 42.43%
0220	East High	1601	298 18.61%	79 4.93%	70	1154	1224 76.45%
0225	Lincoln Park	663	361 54.45%	47 7.09%	65	190	255 38.46%
0335	Ordean East	1139	238 20.90%	65 5.71%	24	812	836 73.40%
0435	Congdon	487	68 13.96%	13 2.67%	18	388	406 83.37%
0475	Homecroft	454	83 18.28%	44 9.69%	6	321	327 72.03%
0500	Lakewood	249	56 22.49%	20 8.03%	14	159	173 69.48%
0510	Lester Elementary	582	99 17.01%	24 4.12%	19	440	459 78.87%
0520	Lowell Elementary	700	189 27.00%	44 6.29%	33	434	467 66.71%
0525	Laura Macarthur	344	216 62.79%	24 6.98%	32	72	104 30.23%
0540	Myers-Wilkins	390	296 75.90%	11 2.82%	10	73	83 21.28%
0550	Piedmont	463	231 49.89%	30 6.48%	56	146	202 43.63%
0565	Stowe Elementary	261	136 52.11%	35 13.41%	45	45	90 34.48%
0580	Rockridge	54	37 68.52%	1 1.85%	1	15	16 29.63%
0611	Area Learning	346	96 27.75%	11 3.18%	5	234	239 69.08%
Grand Total:		8777	2933	520	520	4804	5324
			33.42%	5.92%			60.66%

Facilities Management & Capital Project Status Report

October 2nd, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 370 work orders and are currently working on 295 open work orders. Due to the start of classes and the move the number of open work orders is still slightly higher than average.

Capital Construction

- Congdon Park soccer field's new gated entrance was completed September 15th.
- Move in with network connectivity completed at new lease space at the Arvig building.
- GMAX testing completed at Ordean East Middle school turf field.

- Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is still ongoing, Re-painting of the track as final point of discussion.
- Closing date on the sale of the old transportation building is set for October 6th
- Tentative closing date for the purchase of the Duluth News Tribune building October 20th.
- The District has completed its lease at UnitedHealth Group and Titanium Partners as of September 30th.
- Operational and Licensing walk-through with the Fire Department ongoing through the schools. Piedmont, Laura MacArthur and Denfeld completed. East is scheduled for Oct. 24th.

- Construction Tasks “On The Hill”

- Interior work is still ongoing at the DSC, Facilities and Transportation Buildings. Punch list items are being addressed with ICS and associated contractors.
- Continuing with the site work landscaping, blacktopping, and Stormwater catch basins installation and finalization.







Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill 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 Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.







Technology Department - September 2023 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.5M Emails Messages Accepted/Delivered. Last month was 737K 
 - 137K Rejected. Last month was 35K 
 - 50K Spam folders. Last month was 41K 
 - 9.5K were identified as Phishing. Last month was 1.2K 
 - 42 were identified having suspicious attachments. Last month was 32 
 - 14.2K were identified as Spoofing. Last month was 7.2K 
 - 0 emails were identified as Malware




- Account Information

- 10,760 Active Accounts. Last month was 8,408 
- 25.91TB of storage. Last month was 28.61TB 
- 473.8K Files shared externally. Last month was 408.6K 
- 595 Suspicious login attempts. Last month was 383 
- 5.1K Failed user login attempts. Last month was 2.8K 
- 63 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 40 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 1,481 New Technology Support Tickets Created. Last month was 1,003 
- 1,539 Tickets were resolved. Last month was 767 
- 385 Tickets remain unresolved. Last month was 442 

- **Remaining Summer Project Status**

- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - **95% DONE**
- District-Wide: \$2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - **99% DONE**
- Lester Park [LÜ ÜNO Play](#) system. **DONE**.

- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**

- [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
- 212.846kg is our August 2023 Carbon Footprint. Last month was 133.837kg 
- 1.27916 t is our May 2023 - August 2023 Carbon Footprint.

Transportation Report September 2023 Activities

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

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working fully in the new software now and fixing issues with routes as we encounter them.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short some drivers and a helper, our new drivers are close to finishing their training.
- Joe Killian, Transportation Supervisor, has been managing staff and their concerns as well as learning routing and still driving a route to fill in daily.
- The staff have been working hard to fill in when others are out but there's just not enough employees yet to cover everything.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are giving the two borrowed buses back to Voyageur now as we are back to having a couple of working spare buses.
- We finally received our garage door openers and assigned spots for the buses so they should be indoors whenever they are not in use.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 97,858 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
Denfeld HS	Proctor Federal Credit Union	In-kind		Backpack full of school supplies
Denfeld HS	Marion Pascone	\$250.00	Girls Tennis	
Denfeld HS	Laurie Swenson	\$2,500.00		
Denfeld HS	Grace Place (October Allen)	\$300.00		
Denfeld HS	Players Sports Bar	\$2,000.00		
Lakewood ES	Lutheran Church-Good Shepherd	In-kind		Snacks for children that do not have any
Laura MacArthur ES	DRCC	In-kind	Laura MacArthur Students	One Client donated many color books/journals/hair accessories for students - this helped them purge their belongings according to their staff at DRCC
Laura MacArthur ES	Western Bank	In-kind	Laura MacArthur Students	During Spirit Valley Days they collected school supplies and donated to our school
Piedmont ES	Bethany Community Church	In-kind		A large box of assorted School Supplies
Piedmont ES	Christ Lutheran Church	In-kind		Coffee, donuts, muffins, cookies and pens for all staff
Piedmont ES	Bella Rose Bridal	In-kind		School Supplies
Piedmont ES	Lutheran Church - Good Shepherd	In-kind	For Student Use	Large bin of snack items.
Piedmont ES	Salem Lutheran Church	In-kind		20 boxes of healthy snacks

Stowe ES	Michael Letica	In-kind		Backpacks with supplies
Stowe ES	Bethany Community Church	In-kind		Misc. school supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	\$5,500.00	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	\$4,300.00	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching

				<p>prep time at \$20 an hour: \$1200 per year</p> <p>Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year</p> <ul style="list-style-type: none"> • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session <p>Materials and Supplies: \$400 per year</p> <p>Grant Total: \$4300</p>
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HUMAN RESOURCES ACTION ITEMS FOR: October 17, 2023

CERTIFIED LEAVE	POSITION	EFFECTIVE DATES
DEMARS, JESSICA	SPED RESOURCE TEACHER/DENFELD	9/29/23-1/8/24
ERICKSON, JULI A	SPED SPEECH LANG TEACHER/DENFELD	9/29/23-TBD
LAKE, TAWNYEA	DIRECTOR OF ASSESMENT & EVAL/DSC	ONGOING INTERMITTENT LEAVE
MICALICEK, KEVIN	PHYSICS/AEROSPACE TEACHER/DENFELD	9/22/23-10/9/23 INTERMITTENT AFTER
MOENCH, KATIE	SPED PHYSICAL THERAPY TEACHER/DW	2/13/24-3/26/24
NETLAND, LINDSAY	PRE-K TEACHER/DW	8/23/23-10/2/23
WILLSON, RACHEL	GRADE 1 TEACHER/HOMECROFT	1/23/24-3/5/24
ZIEGLER, CHRISTINE	SCHOOL SOCIAL WORKER/LAURA MAC	10/3/23-10/13/23 INTERMITTENT AFTER
CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
DANIELSON, CHLOE K	SPED SOCIAL WORKER/STOWE, (BA) IV 2 1.0,	09/18/2023
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK, (BA)III 7 1.0,	09/06/2023
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE, (PHD) V 9 1.0, ARNESON D. RESIGNED	09/14/2023
KAELBERER, JAY A	VISUAL ARTS TEACHER/ARROWHEAD ACADEMY, (MA+30) IV 9 0.6, BRENNING S. DISPLACED	09/11/2023
RICHARDSON, JOHN P	LTS GRADE 1/LAURA MACARTHUR, (MA) IV 2 1.0, SHEVICH M. MEDICAL LEAVE	09/11/2023
SCHUETZ, ELIZABETH L	LTS ELEMENTARY ART/LESTER PARK, (BA) IV 2 1.0, KERKHOF L. CHILD CARE LEAVE	09/06/2023
WAGNER, GAVIN J	FLOATING SUBSTITUTE TEACHER/DENFELD, (BA) III 2 1.0,	09/25/2023
WEISZ, JORDIN J	SPED RESOURCE TEACHER/LAURA MACARTHUR, (BA)III 1 1.0, NORTHUP M. RESIGNED	09/06/2023
CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
LARSON, LISA M	YOUTH IN TRANSITION COORD/DSC	09/22/2023
STARHA, KRISTENE A	GRADE 3 TEACHER/PIEDMONT ES	09/28/2023
CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
PELTO, LINDA R	GRADE 4 TEACHER/LAURA MAC	01/01/2024
CERTIFIED PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
LARSEN DARKER, SHEILA M	MATH TEACHER/DENFELD	09/20/2023
CERTIFIED TEMPORARY INCREASE	POSITION	EFFECTIVE DATES
JACKSON, TANYA L	STUDENT GOVERNMENT/DENFELD, 1/6 OVERLOAD	08/29/2023
LAMPI, BARRY E	AUTOMOTIVE/DENFELD, 1/6 OVERLOAD	08/29/2023
		06/07/2023
		06/07/2024
CERTIFIED TEMPORARY DECREASE	POSITION	EFFECTIVE DATES
GORDON, MADISON M	SPED ED RESOURCE/LINCOLN PARK, 1.0 TO .7, VOLUNTARY	08/29/2023
		12/08/2023
NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ANDERSON, KEVIN B, II	SUPERVISORY PARAPROFESSIONAL/LAURA MACARTHUR, 19/38WKS, \$18.16/HR, FALLEISEK M. TRANSFERRED	08/29/2023
BELDEN, BENJAMIN T	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR,	09/06/2023
BLACK, NEIL J	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, \$19.83/HR, LEISCHKE L. TRANSFER	10/09/2023
BRANDT, WANDA E	SPED PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.12/HR, HARVEY M. RESIGNED	09/28/2023
BUGG, ANTHONY T D	AMERICAN INDIAN HOME SCHOOL LIAISON PARA/DISTRICT WIDE, 40/38WKS, \$20.65/HR, HORTON A. TRANSFER	10/02/2023
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT, 31.25/38WKS, \$20.99/HR,	10/02/2023
CARTER, WILLIAM D	SUPERVISORY PARA/EAST, 33.75/38WKS, \$17.99/HR, DAVIDSON L. TRANSFERRED	09/05/2023
COLLARD, JOLENE N	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, \$17.77/HR, PACK T. TRANSFER	10/02/2023
CONE, ALISON A	SPED BUILDING WIDE PARAPROFESSIONAL/LOWELL, 31.25/38WKS, \$20.15/HR, HUVEK P.	10/02/2023
DALE, LORI J	MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR.	09/05/2023
DAVIS, JESSICA R	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR,	10/02/2023
EIDER, KRISTOPHER J	MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR.	09/05/2023
EVANS, ROSE Y	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, \$19.12/HR.	09/11/2023
FREBERG, ALYSON T	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.17/HR, DAWSON-HUMES A. RETIRED	09/25/2023
GAULT, JADEN D	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$20.05/HR, JONES S. TRANSFER	09/25/2023
GOODSKY, TEAGUE E	CULTURAL IMMERSION PARAPROFESSIONAL/LOWELL, 40/38WKS, \$20.05/HR.	09/11/2023
GRADINE, JEFF S	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR	09/11/2023
HORN, JEANNE M	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR.	09/27/2023
KALAMARIS, KRISTIN M	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$19.47/HR,	10/02/2023
KINNEAR, MITCHELL L	SECOND SHIFT ENGINEER II/DENFELD, 40/52WKS, \$21.63/HR, GLESNER R. REPLACED	09/25/2023
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK ACADEMY, 40/38WKS, \$19.77/HR.	09/11/2023
MADOLE, ROBYN M	SPED BW PARAPROFESSIONAL/LESTER PARK, 31.25/38WKS, \$20.12/HR, GARVEY S. RESIGNED	09/18/2023
MARUSKA, BRITTANY M	EXECUTIVE ASSISTANT FINANCE/DSC. 40/52WKS, \$22.03/HR, PETERSON T. TRANSFERRED	09/25/2023
MONROE, SHALON D	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST/DISTRICT WIDE, \$1,070/WEEK	10/02/2023
MORGENSTERN, KYLA A	HOURLY MONITOR/MYERS-WILKINS, 10/38WKS, \$13.50/HR.	09/11/2023
PAULSON, LINDSEY A	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, \$13.22/HR	09/27/2023
REUTER, ELIZA R	OFFICE SUPPORT SPECIALIST SENIOR/ROCKRIDGE, 40/43 WKS, \$19.83/HR, FRIDSMA, I. RETIRED	09/13/2023
RIBAR, KYLE D	SUPERVISORY PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$16.81/HR.	09/05/2023
RICKERT, LEWIS J	HOURLY MONITOR/CONGDON, 12.5/38WKS, \$13.50/HR	09/14/2023

RITCHIE, DAKOTA G	CUSTODIAN/EAST, 40/52WKS, \$17.52/HR.	10/03/2023
ROBILLARD, GEORGIA L	SPED JOB COACH PARAPROFESSIONAL/DENFELD, 24/38WKS, \$20.12/HR,	09/11/2023
ROSA, APINYADA N	HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$13.50/HR.	09/05/2023
ROTONDO, ERIC C	SPED PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$17.77/HR, SZUKIS K. RESIGNED	09/11/2023
SAMUELSON, WES A	BUS HELPER/DISTRICT WIDE, 25/38WKS, \$15.40/HR, ZANTEK W. RESIGNED	10/02/2023
SANGSTER, SANDRA M	PRESCHOOL PARA/LOWELL, 39/38WKS, \$20.15/HR, WINKLESKY D. RESIGNED	10/02/2023
SAUER, DARBY E	SPED PARAPROFESSIONAL/EAST, 32.5/38WKS, \$18.74/HR, DELUCA J. RESIGNED	09/18/2023
SCHNEIDER, VICTORIA A	CHECK AND CONNECT PARA/EAST, 36/38WKS, \$25.02/HR, OSUCHKWU C.	09/18/2023
SHORTER, SOFIA R	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$18.74/HR.	10/02/2023
SMIEJA, ELIZABETH I	HOURLY MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR	09/22/2023
SMITH, KATHLEEN M	SPED BW PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$18.89/HR, SIEMSEN M. RESIGNED	10/03/2023
SWARD, LISA R	NUTRITIONAL SERVICE ASSISTANT/EAST, 30/38WKS, \$13.22/HR.	09/11/2023
THEIS, RACHELLE H	SPED PARAPROFESSIONAL/DISTRICT WIDE, 7/38WKS, \$17.77/HR.	09/11/2023
VUKELICH-DIXON, KELLY J	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$13.22/HR	08/30/2023
WICKNER, KAREN L	BUS DRIVER II/DISTRICT WIDE, 25/38WKS, \$21.08/HR	10/02/2023
WITHERSPOON, STEPHAN P	HOURLY MONITOR/MYERS-WILKINS, 12.8/38WKS, \$13.50/HR.	09/05/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
TIKALSKY, DANIELLE E	FACILITIES USE COORDINATOR/DW, \$25.90/HR, 52 WKS	09/10/2023

<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOLTE, DAWN M	PHYSICAL THERAPY ASST/DISTRICT WIDE	10/19/2023
JAMES, SUSAN M	SPED BW PARA/MYERS WILKINS	09/18/2023
NORDWALL, COLEEN M	OFFICE SUPPORT SPECIALIST TECHNOLOGY/DSC	09/27/2023
SAVRE, ALAN JAMES A	TECH TUTOR PARA/EAST	10/11/2023
STERLING, ROXY L	CHILD NUTRITION SERV ASST/LAURA MAC	09/29/2023

<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
TRUONG, SI	2ND SHIFT ENGINEER II/EAST HS	01/31/2024

<u>NON-CERT PRESUMED RESIGNED</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
COYLE, SANDRA R	OFFICE SUPPORT SPECIALIST SENIOR/LAKEWOOD	9/19/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BELLARIO, MARC	SPED BW PARA/DENFELD	INTERMITTENT
MAKI, MICHAEL	SPED PROG PARA/MERRITT CREEK	10/2/23-6/7/24

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Title of Immediate Supervisor: Supervisor of Operations/Facilities Manager/Building Engineer	Department:	FLSA Status: Non-Exempt
Accountable For (Job Titles):		Pay Grade Assignment: National Conference of Fireman and Oilers, Local 956, Pay Group 4a,4b,4c

General Summary or Purpose of Job:

This is a floating position that can change site on a day to day basis, position will be housed at Facilities Management site, and mileage will be based on starting there for work assignment.

Under general supervision, performs maintenance and cleaning tasks and operation of various types of cleaning equipment to care for and maintain school facilities and district properties, performs basic building maintenance and performs related work as required. In addition, a Second Shift Floater Custodian, under the direction of the Building Engineer, and with supervision from a Facilities Management Supervisor, a Second Shift Floater Custodian assists school custodian I/II/III's in their use of equipment and follows up on completion of regular task assignments as directed by building Engineer or Facilities Management Supervisor. The Second Shift Floater Custodian may have to monitor evening activities in the building and assists in monitoring the conduct of students and adults in and around the building. Also coordinates with building Engineer, principal, community education coordinators, activity directors and activity site managers regarding setups, occupancy times and special needs or concerns. Communicates with building Engineer and supervisors when there are recognized heating and ventilation issues affecting activities or occupancy comfort; responds to and reports emergency situations and equipment failures and alarms. Responsible for clearing the building of occupants and arming security systems after perimeter checks are complete. Has knowledge and ability to create and remove override entries in building access control system.

This position cannot substitute for a Building Engineers unless the proper licensure is held.

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
2. Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
3. Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
4. Close building for daily operations; ensure building and grounds are safe and secure.
5. Clean rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
6. Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
7. Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
8. Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

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

- Requires a minimum of a high school diploma or GED.
- One year of experience working as a custodial or similar position, or working with facilities and systems used to run them.

Certification or Licensing Requirements (prior to job entry):

- Special or Second-Class C Boiler License (preferred)
- Certified Pool/Spa Operator (preferred)

Knowledge Requirements: (Requires knowledge of)

- Cleaning standards.
- Cleaning methods.
- Cleaning chemicals.
- Time management.
- Effective communications
- Basic boiler operation
- Basic knowledge of standard tools, methods and practices involved in building maintenance.

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Skill Requirements: (Skilled in)	
<ul style="list-style-type: none"> ● Use and care of floor cleaning equipment. ● Task prioritization. ● Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments). ● Operation of personal computers, including related to building access and lighting control. ● Operation of hand and power tools. ● Oral and written communications. ● Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities Operations supervisor. ● Written and verbal communication and relationship skills to efficiently and effectively perform essential duties. 	

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

General Environmental Conditions:
General Physical Conditions:
Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

Job Classification History:
Description revised by

CLASSIFICATION DESCRIPTION
HR SPECIALIST

<p>Title of Immediate Supervisor: Human Resources Manager and/or Executive Director of Human Resources and Operations</p>	<p>Department: Human Resources</p>	<p>FLSA Status: Exempt</p>
<p>Accountable For (Job Titles): N/A</p>		<p>Pay Grade Assignment: Executive Employees Association</p>

General Summary or Purpose Of Job:

Under the general supervision of the Manager and/or Executive Director, the Human Resource specialist provides knowledgeable and professional support for essential Human Resource functions of the District to administrators, staff and community. The Specialist performs experienced, professional support duties in an efficient and timely manner so that the overall district's educational objectives may be achieved. The Specialist will organize and carry out tasks relative to all essential functions of the Human Resources Department and provide active, direct support to the Director and other administrators, in order to assure smooth and efficient operation of the school district and the Human Resources Department in compliance with all state and federal requirements. This position is considered a confidential employee by Minnesota statute.

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

Manage and effectively administer all of the recruitment, hiring, and monitoring of staffing related to requisitions, postings, advertising, applications, screenings, interviews, testing, paperwork, record keeping, job fairs, job bid processes, and bumping processes.

Conduct recruitment activities and practices, ensuring that the District creates and maintains a diverse and multicultural workforce on a timely basis. Ensures that all State, Federal and contractual guidelines are adhered to regarding employment. Works with District administrators regarding workforce planning and meeting staffing needs.

Process and submit paperwork for all background checks and inquiries.

Provide various administrative functions; process employee information; perform experienced records management duties, perform employee record creation and updates for all employees, oversee records maintenance and database management.

Understand system management and administration of basic District applications and software packages, stay abreast of enhancements and make recommendations for improvement of the District's use.

Serve as the key resource for staffing and provide expertise and support for administrators and staff on the use of applicant tracking, job requisition and placement systems, substitute management system, HR information system and personnel records.

Communicate with all levels of employees, visitors, and general public via a variety of means: in-person, telephone, email, internet, Google shared documents, fax and presentations.

Cross train in a wide variety of essential HR functions to assist in projects, train others and act as back-

CLASSIFICATION DESCRIPTION
HR SPECIALIST

<p>up for essential functions (ie. Posting, recruitment, applications, interviewing, onboarding, volunteer application processing and onboarding etc.)</p> <p>Assist with and maintain the current job descriptions and review process.</p> <p>Assist with the processing of general complaints, reclassification and investigation paperwork.</p> <p>Respond to inquiries from payroll and units regarding timesheet entries by staff.</p> <p>Coordinate training provided by the Human Resource department as directed.</p> <p>Assist with job assignments, reassignments, transfers, suspensions and terminations for support staff personnel.</p>
<p>Ensure data integrity and enter, retrieve, and verify imports and exports of data, edit and track personnel and HR related data.</p> <p>Create spreadsheets with formulas, calculations and templates for projects as assigned.</p> <p>Maintain personnel files and records, and accurate HRIS data base to reflect current personnel data for all district employees in accordance with the data practices and record retention requirements.</p> <p>Create surveys and collect survey data for district information; as well as complete surveys on district data as requested.</p> <p>Pull, verify and distribute annual district seniority lists in a timely manner an according to contracts.</p> <p>Prepare ad hoc reports as needed and requested by the Director and other Administrators; including quarterly staff rosters for each building and/or department.</p>
<p>Provide professional customer service to internal and external stakeholders. This includes verbal, written, electronic and online (website) customer service.</p> <p>Compile HR information for administrative and School Board meetings, and compose correspondence for forms, website and business letters for approval by the Director.</p>
<p>Process and maintain certified employee lane change and course pre-approval processes.</p> <p>Assist in data collection and communications related to the negotiations process, and prepare negotiated CBAs for signature and printing and distribution.</p> <p>Access highly confidential documents relating to the bargaining process and maintain strict confidentiality of document content and meeting discussions.</p> <p>Serve in a backup role for all staffing, employment verifications, office reception, and other duties as assigned.</p> <p>At times, may oversee the work of others at the direction of a supervising Administrator.</p>

CLASSIFICATION DESCRIPTION
HR SPECIALIST

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

Requires a minimum of a high school diploma or GED certificate and six years high-level clerical administrative support experience performing a administrative tasks in human resources, payroll, or similar work environment; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the position.

Preferred Qualifications:

- Experience in a human resources department
- Personnel/payroll experience
- Public speaking experience
- Experience working with collective bargaining agreements

Knowledge Requirements: Requires knowledge of:

- Knowledge of computer-based human resource management information systems.
- Knowledge of the theory and principles of human resources and/or payroll administration.
- Basic level of accounting skills, including experience working with budgets.
- Knowledge and high-level proficiency with Microsoft Word, Excel, database management and Google.

Skill Requirements: Skilled in:

- Skilled in utilizing database system applications in a human resource or a closely-related environment.
- Demonstrated ability to troubleshoot situations with limited direction.
- Excellent written and verbal communication skills, including the ability to make group presentations, as well as excellent interpersonal skills.
- Excellent organizational skills
- Demonstrated ability to meet essential deadlines in a work environment where there are frequent interruptions, as well as the ability to be flexible.
- Demonstrated ability to maintain confidentiality.
- Demonstrated ability to maintain a positive attitude and be able to handle difficult people, circumstances and situations.

Physical Requirements:

Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)				√

CLASSIFICATION DESCRIPTION
HR SPECIALIST

Reach with hands and arms			√	
Climb or balance		√		
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

CLASSIFICATION DESCRIPTION
HR SPECIALIST

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Occasionally work is performed near moving mechanical parts, such as large copy machines. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

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

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

Job Classification History:



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

10/4/2023

REVENUES	23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE	
General	1	\$126,200,922.80	\$126,761,059.90	\$29,585,961.69	\$12,587.95	\$97,162,510.26		
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$74,850.52		\$3,964,349.48		
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,069,118.32		\$5,951,822.80		
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,395,964.11	\$ -	\$7,099,580.89		
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$306,875.38	\$ -	\$2,435,671.62		
Building Construction	6	\$ -	\$ -	\$ -		\$ -		
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,280,685.55	\$ -	\$22,366,537.45		
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00		
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$151,504.31	\$ -	\$798,495.69		
Student Acitivity	79	\$58,406.00	\$418,210.11	\$59,577.92	\$ -	\$358,632.19		
REVENUE	TOTALS:	\$173,430,884.92	\$174,350,826.13	\$33,924,537.80	\$12,587.95	\$140,413,700.38		

EXPENSES	23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	BUDGET BALANCE	
General	1	\$120,283,293.86	\$120,835,788.05	\$17,798,885.05	\$4,317,939.31	\$98,718,963.69		
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$425,122.92	\$2,541,845.46	\$1,045,907.62		
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$876,949.67	\$519,190.52	\$5,353,492.57		
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,251,710.89	\$67,377.80	\$6,311,776.31		
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$2,746,875.38	\$649,853.78	\$4,602,890.09		
Building Construction	6	\$ -	\$ -	\$1,216,045.94	\$24,311.91	-\$1,240,357.85		
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55		
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00		
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$256,388.47	\$58,593.77	\$600,017.76		
Student Acitivity	79	\$306,948.00	\$350,788.45	\$21,464.22	\$18,134.81	\$311,189.42		
EXPENSE	TOTALS	\$171,310,984.87	\$172,388,319.51	\$26,849,904.99	\$8,197,247.36	\$137,341,167.16		

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$22,613.50	Program 298	Revenue \$84,283.38
Program 110 Admin	\$ -	Program 298	Expense \$36,493.87
Program 108 Tech	\$333,678.27		
Program 203 Elem	\$199,001.17		
Program 211 Secondary	\$178,695.20		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$ -		
Program 740 Pupil Engage	\$1,296.63		
	<u>\$735,284.77</u>		

**Fundraisers Reported
September 2023**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lakewood ES	5th Grade	\$1,625.00	This fundraiser is to help lower the cost for the students attending the 5th grade trip to Wolf Ridge.
Lincoln Park MS	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	All profits from this fundraiser are used to cover the cost of class trips, performing guests, and other academic needs for our Music students at Lincoln Park Middle School.
Ordean-East MS	Library	\$2,000.00	Book fair at OEMS library
Ordean-East MS	Ordean East Student Council	\$35.00	The Ordean East Student Council did this last year. It went over very well.
Ordean-East MS	Real Talk - School Store (BARK Store)	\$500.00	We believe this "school store" opportunity ties in wonderfully with the district PBIS initiative.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 315 Architectural Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 316 Engineering Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: QUOTE #4387 LASERFICHE ARCHIVE SCAN
Date: October 6, 2023

The quote is for archive scanning of Human Resources and other department's documents .

Four (4) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
SCANNING AMERICA	\$135,339.92
MID-AMERICA	\$143,017.50
ARC SOLUTIONS	\$226,025.00
LOFFLER	\$348,612.00

The Human Resources Department (Theresa Severance and Rebecca Lester) reviewed the quote.

Theresa Severance, Director of Human Resources, recommends accepting and awarding the quote meeting specifications as submitted by SCANNING AMERICA for the amount of **\$135,339.92 for the LASERFICHE ARCHIVE SCAN.**

Theresa Severance will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Theresa Severance will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Human Resources

Fund Custodian: Theresa Severance, Director of Human Resources

**Expenditure Contracts Signed
September 2023**

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

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

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Ann Robertson	\$250.00*	TLE (DU)	Contractor provided training for paraprofessionals and certified staff development day 9/29/23
Dwarf Kind Cabs	\$5,000.00	TLE (DR)	Transportation at the request of Families in Transition staff to and from school during the 2023-2024 school year
Renaissance	\$1,500.00*	TLE (DU)	Virtual eduCLIMBER training
Oneida Commercial Real Estate Services	\$3,450.00	Facilities Management	Cleaning services for leased office space at Arvig building
Residential Services Inc.	\$15,210.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP
Lincoln Park Children and Families Collaborative	\$2,880.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	\$5,600.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Gary Logergren	\$1,350.00*	Community Ed. (DR)	Delivery of Comm. Ed. catalogs three times per year
Che Howes	\$7,000.00	Am. Indian Ed. (DR)	Provide and assist in traditional Ojibwe Lacrosse for ISD 709 on Tuesdays during the 2023-2024 school year

Joseph Montano Sr.	\$5,250.00	Am. Indian Ed. (DR)	Contractor will utilize knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities
Ann Gumpper	\$400.00*	Denfeld HS (DU)	Workshop for Denfeld HS theater students
Alex Flinner	\$3,000.00*	Denfeld HS (DU)	Denfeld HS theater lighting services
Miranda Stachowicz	\$200.00*	Denfeld HS (DU)	Costume construction training
Duluth Vineyard Church	\$2,750.00*	East HS (DU)	Rental of 45 parking spaces at Duluth Vineyard Church for 2023-2024 school year

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of August by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, 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 29, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on August 29, 2023 at Denfeld High School.. The performance will include three (3) 50 minute sessions with the emphasis on teaching paraprofessional yoga techniques to take back to the classroom The sessions will be titled: *Yoga for our Paraprofessionals*.

Block #1 12:30 pm - 1:25 pm

Block #2 1:35 pm - 2:30 pm

Block #3 2:45 pm - 3:35 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred and fifty dollars and 00/100).

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: Heather Harvick, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ann Robertson
Contractor Signature - Ann Robertson



0829

Date

23

Date

Anthony Bonds

Program Director - Anthony Bonds

9/14/23

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Ernie Znaich
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/18/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Dwarf King Cabs, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/5/2023 and shall remain in effect until 6/30/2024, 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.

Contractor will provide transportation at the request of Families in Transition staff to and from school during the 2023-2024 school year. Rides will be set up by phone communication at least 24 hours in advance.

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 \$5,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:FIT Coordinator, 709 Portia Johnson Drive, 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)

Dwarf King Taxi PO Box 16793 Duluth, MN 55816

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

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

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

14. **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.

Dwarf King Taxi LLC /Bryce Kassing-Scheer(owner) 88-1821522 9/20/25
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

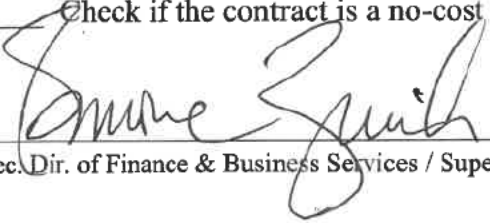
Please check the appropriate line below:

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

01	E	005	216	401	360	637
----	---	-----	-----	-----	-----	-----

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/22/23
 Date

 9/22/23

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Duluth School District 709 - 161520

Reference ID: 698424

215 N 1st Ave E
 Duluth, MN 55802-2058
 Contact: Tawnyea Lake - (218) 336-8700
 Email: tawnyea.lake@isd709.org

Quote Summary

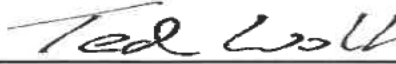
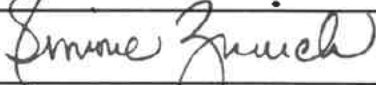
School Count: 1

Renaissance Products & Services Total	\$1,500.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$1,500.00

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Duluth School District 709 - 161520
	By: 
Name: Ted Wolf	Name: <i>Simone Zunic</i>
Title: VP - Corporate Controller	Title: <i>Exec. Dir. Finance, Business Dev.</i>
Date: 9/29/2023	Date: <i>9/29/23</i>
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Nikki Hansen at (952)960-9042, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Duluth School District 709 - 161520

Products & Services	Subscription Period	Quantity	Unit Price	Total
Professional Services				
Virtual Training, eduCLIMBER		1	\$1,500.00	\$1,500.00
Duluth School District 709 Total			USD \$1,500.00	

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Oneida Commerical Real Estate Services, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** *Cleaning services for FY24 in rented Arvig space. See attached document.*

3. **Background Check.** *NA*

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 \$345.00/month and \$3,450.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Accounts Payable, 709 Portia Johnson Drive, 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) Oneida Commercial Real Estate Services, 1605 Alworth Building, 306 West Superior Street, Duluth, MN, 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

James E. [Signature] 41-0460000 9/1/23
Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

Please check the appropriate line below:

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

01	E	005	110	000	370	125
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Imine Zunic 9/22/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**CONTRACT FOR SERVICES AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT #709 AND RESIDENTIAL SERVICES INC.**

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 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.**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin *September 5, 2023* and shall not extend beyond *June 6, 2024*, the contract not to exceed *169 days* and *5 days per week, 3 hours per day*. The district agrees to

reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$15,210.00** for the time worked with [REDACTED] while participating in school activities.

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 \$30.00 hourly and \$ 15,210.00 in total.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, 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 2900 Piedmont Avenue, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


41-1296663
9/11/23
 Contractor Signature SSN/Tax ID Number Date


9/7/23
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

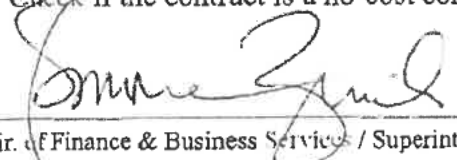
Please check the appropriate line below:

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

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


9/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Families Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 18, 2023 and shall remain in effect until May 31, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

The approximate date the service will begin is September 18, 2023 and shall not extend beyond May 31, 2024; the contract not to exceed a total of 64 Days (attending 2 days per week. The District will pay 2 days per week @ \$320.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$320.00 monthly and \$2,880.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lincoln Park Children and Families Collaborative at 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		10/3/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

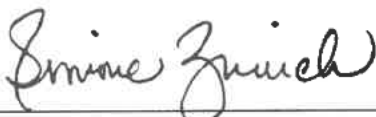
Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

	10/4/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until April 23, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is September 5, 2023 and shall not extend beyond April 23, 2024; the contract not to exceed a total of 141 Days (attending 5 days per week. The District will pay 5 days per week @ \$700.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$700.00 monthly and \$5,600.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		10/3/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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

	10/4/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Logergren, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Deliver Community Education catalogs three times during FY 24.
3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$450 per delivery and \$1,350 for FY 24.

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: Community Education, 709 Portia Johnson Drive, 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) Gary Logergren, 2340 Hover Street, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature



SSN/Tax ID Number

9/4/23
 Date


 Program Director

9/6/23
 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	505	321	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/8/23
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Che Howes , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 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.** The contractor will provide and assist in Traditional Ojibwe Lacrosse for Duluth Public Schools American Indian Education Department on Tuesdays during the 2023-24 school year. Contractor will also assist in organizing community lacrosse games.
3. **Background Check.** *(applies to contractors working independent with students)* Contractor will not work independently with students. DPS staff will also be on location.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 4 hours a week. Not to exceed \$ 7,000.00 (seven thousand dollars) 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, 709 Portia Johnson Drive Duluth MN, 55811 Attn: Edye Washington Coord. AI Education

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) Che Howes 224 N 24th Ave E. Apt 2 Duluth, MN 55812

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

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

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

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

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

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

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

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

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


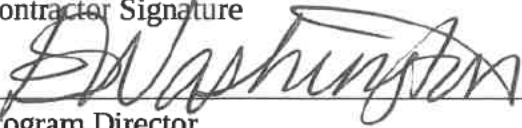
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 9/10/23

 Program Director _____ Date 9/12/2023

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

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds
 Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 9/19/23

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September 2023 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 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.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2023/24.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office 709 Portia Johnson Drive 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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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



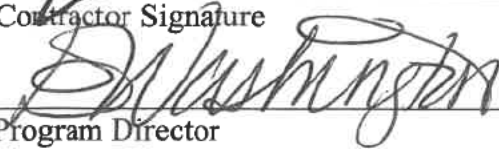
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 9/5/23

 Program Director _____ Date 9/12/2023

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 9/19/23

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Gumpfer, an independent contractor, hereinafter called Contractor.

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

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

- 1. Dates of Service.** This Agreement shall be deemed to be effective as of 17 July 2023 and shall remain in effect until 21 July 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 2. Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
- 3. Background Check.** *(applies to contractors working independent with students)*

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

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

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

- 4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 400.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
224 W. Saint Andrews, Duluth MN 55803

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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



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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number [REDACTED] Date 7.17.23

 Program Director _____ Date 8/10/23

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

This contract is funded by either:

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

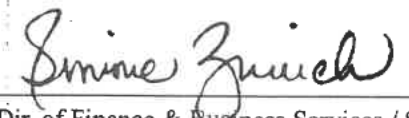
Please check the appropriate line below:

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

<u>01</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>305</u>	<u>421</u>
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 9/22/23

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Pliner Theatrical Production Services, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 07/01/2023 and shall remain in effect until 06/30/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 3000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
720 W. 3rd St Duluth MN 55806

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

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

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

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

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

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

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

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

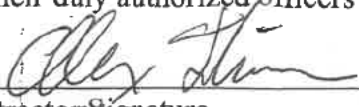
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 46-4300055 07/01/2023
SSN/Tax ID Number Date


 Program Director 08/01/2023
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	815	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/18/23
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Miranda Stachowicz, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/17/23 and shall remain in effect until 7/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 200 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4612 W 5th Street, Duluth, MN, 55807.

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

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

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

14. **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.

Vicki Steung [Redacted] 7/21/23
 Contractor Signature SSN/Tax ID Number Date

Ray Ward 8/1/23
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Simone Znuich 9/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/6/23 and shall remain in effect until 6/6/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Rental of 45 parking spaces at Duluth Vineyard Church for East High School

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 \$2,750.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, 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) Hunter Goebel, Duluth Vineyard Church, 3833 E Superior St, Duluth MN, 55804.

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

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

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

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

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

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jerry Liff 9-13-23 41-168-0001
 Treasurer, Duluth Vineyard SSN/Tax ID Number
 Contractor Signature Date

Kenny Johnson 9-7-23
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	220	291	000	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Imine Zurich 9/8/23

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
 Date

**No Cost Contracts Signed
September 2023**

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

Name	Contract Source	Description
Winona State University	TLE	In partnership, WSU will place qualified students enrolled in its Education program for participation in a student teaching or field experience within ISD 709
Duluth Adult Education Consortium Agreement	DAE	MOU stating ISD 709 will serve as the fiscal agent for Proctor and Hermantown adult education programs
PAVSA	MTSS Coordinators	Educational presentations from PAVSA (Program for Aid to Victims of Sexual Assault)
Nystrom & Associates	MTSS Coordinators	Mental health therapy and/or skills training to students of Denfeld HS
Conflict Resolution Center	Lincoln Park MS	CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum to students

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

WINONA STATE UNIVERSITY

AND

Duluth Public Schools ISD 0709

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of WINONA STATE UNIVERSITY (hereinafter "College/University"), and Duluth Public Schools ISD 0709, 4316 Rice Lake Road, Ste. 108, Duluth, MN 55811 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.

- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide qualified WSU students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the WSU students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the WSU students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

III. FINANCIAL CONSIDERATION

The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party.

IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility of the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

VI. TERM OF AGREEMENT

This Agreement is effective on the later of July 1, 2023 or when fully executed and shall remain in effect until June 30, 2028. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

VII. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

VIII. ASSIGNMENT

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

X. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

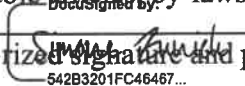
In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

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

APPROVED:

1. FACILITY:

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

By (authorized signature and printed name)	 542B3201FC46467...
Title	Exec. Dir. of Finance and Business Services
Date	9/29/2023 9:49:53 AM CDT

By (authorized signature and printed name)	
Title	
Date	

2. COLLEGE/UNIVERSITY:

By Scott Sorvaag (authorized signature)	
Title:	Dean of the College of Education
Date	

By Darrell Newton (authorized signature)	
Title:	Provost & Vice President of Academic Affairs
Date	

3. AS TO FORM AND EXECUTION:

By Lori Mikl (authorized signature)	
Title:	Director of Affirmative Action/Equity & Legal Affairs
Date	

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2024. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: _____

Name: _____

Title: _____

Date: _____

Member ISD 709

School District Representative:

By: 

Name: Simone Zurich

Title: Director of Finance and Business Services

Date: 10/4/23

Adult Basic Education Representative:

By: 

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 10/3/23



AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6th, 2023 and shall remain in effect until June 30th, 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.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

- 1) Meet with Duluth School administration staff to plan a system of service delivery
- 2) Provide services on site in Duluth Schools
- 3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
- 4) Maintain appropriate professional liability insurance
- 5) Accept referrals from school district staff
- 6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
- 7) Maintain and own records of students served
- 8) No consent will be necessary for advocacy and/or crisis counseling
- 9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, consent will be obtained for ongoing counseling services
- 10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
- 11) Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership
- 12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
- 13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

- 14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.
- 15) Will review MOU with District designated staff yearly

Role of Duluth School District:

- 1) Meet with PAVSA administration staff to plan a system of delivery service
- 2) Provide PAVSA staff with appropriate meeting space
- 3) Inform school staff of PAVSA services available
- 4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
- 5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting
- 6) Will review MOU with PAVSA designated staff yearly

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 \$0.00 hourly and \$0.00 in total. This is a no cost agreement.

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

5. Requests for 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: Jacob Laurent, 709 Portia Johnson Dr, 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 32 E 1st St, Ste 200, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Memorandum of Understanding

between

Nystrom & Associates (NAL)

And

Duluth Public Schools – Denfeld High School

This Agreement is entered into between Duluth Public Schools – Denfeld High School (hereinafter referred to as “School”) and Nystrom & Associates (NAL), a mental health clinic that provides a wide range of mental health services (hereinafter referred to as “Provider”). The School and Provider are herein referred to collectively as the “Parties”.

In consideration of the mutual covenants and promises contained herein, including access to School property and premises and the relinquishing of certain legal rights and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Purpose of the Agreement

The parties have entered in this Agreement for the purpose of facilitating Provider’s delivery of mental health therapy and/or skills training to students of the School in a manner which minimizes the disruption of the students’ schedule because of the necessity of attending appointments with the Provider, which must be held during the school day. Also to address classroom behavior and promote discipline and students’ academic success, therapist to prevent and respond to crisis, support students’ social and emotional needs, identify and respond to serious mental health problems. Also to collaborate with community-based services so that students receive support in a comprehensive system of care.

Allowing Provider to access space in a School facility pursuant to the Agreement is not intended to, and shall not have the effect of, creating any legal relationship with the Provider other than that of licensee.

I. School Responsibilities

- A. **Access to a school site.** School agrees to allow Provider access to a space it has selected (hereinafter referred to as “Appointment Room”) in a school site for the purposes and under the circumstances described herein and subject to the limitations set forth herein. The School reserves the right to change the Appointment Room as circumstances require. The School will also have internet and phone service available for NAL staff.

- B. **Use of the Appointment Room.** During periods scheduled for an appointment by Provider, the School will make reasonable efforts to assure uninterrupted use of the Appointment Room by Provider and a student. Provider may post a “Do Not Disturb” sign on the door to the Appointment Room when it is being used pursuant to this agreement. The Appointment Room may be used by Provider solely for the purpose of conducting appointments Provider has scheduled with School students. No other use, legal or illegal, shall be permitted. Provider may utilize desks, chairs, chalk/white boards and other equipment located in the room during scheduled appointments but shall restore such equipment to its pre-appointment condition and location at the end of the appointment.
- C. **Referral Procedure.** School agrees to refer all students equally for school based mental health services following the agreed upon referral methods.
- D. **Marketing.** School agrees to allow Provider to market school based mental health services within the School, i.e. brochures in guidance office, physical presence at open house and conferences, posting on school website, as well as Provider being available to speak to parent groups about services as needed.
- E. **Primary Point of Contacts:** For resolution of administrative questions, contact the School Based Supervisors or the Child and Family Community Based Manager. NAL therapists will not be responsible for nor should be involved in resolving administrative matters with the School.

School Contacts:

Name: Heather Jarvis
Position: School Social Worker
Email: heather.jarvis@isd709.org

Name: Callie DeVriendt
Position: District Mental Health/Social Emotional Behavioral MTSS Coordinator
Email: callie.devriendt@isd709.org

Name: Tom Tusken
Position: Principal
Email: thomas.tusken@isd709.org

NAL Contacts:

Sophia Whims, LPCC
School Based Supervisor
Email: swhims@nystromcounseling.com

Jen Czischke, LICSW
School Based Supervisor
Email: jczischke@nystromcounseling.com

Kalene Haugen, LMFT
Child and Family Community Based Manager
Email: kahaugen@nystromcounseling.com

- F. **Solicitation.** The School will not solicit NAL employees for employment by the School or another Agency.

II. **NAL Responsibilities**

- A. **Proper Licensure.** NAL is responsible for ensuring that all mental health services as a result of this Agreement are provided by a mental health professional, clinical trainee, or intern under the supervision of a properly licensed mental health professional. NAL agrees to provide School with appropriate documentation of staff licenses and certifications as requested.
- B. **Background Checks.** NAL warrants that all NAL staff assigned to provide Services to, interact with, or come into contact with any School student receiving Services under this Agreement, have passed criminal background checks, including sexual exploitation in past employment. NAL agrees to conduct such background checks in accordance with NAL's background check policy. NAL also agrees to follow all policies of School requiring background checks be conducted through the School. Upon request from School, NAL shall verify that it has met this obligation by providing copies of all background checks completed by its employees and volunteers to the School.
- C. **Parental Consent.** Informed written consent from the students' parent or guardian must be obtained before NAL provides any service to a student within the School site under this Agreement.
- D. **School Permission.** NAL staff members providing the Services pursuant to the Agreement will only enter School property with permission of the school administrator.
- E. **Minimizing Disruption.** Meetings between NAL staff members providing the Services pursuant to this Agreement and students at the School shall be scheduled so as to minimize disruption to the student's daily routine and to the orderly functioning of the School.
- F. **District Policies.** Provider agrees that its use of the Appointment Room shall be subject to School and Building Policies regarding the use, possession or distribution of controlled substances, alcohol, and tobacco as well as prohibitions against the possession of guns and weapons. It is agreed that student conduct shall be subject to these policies and requirements notwithstanding student's presences with the Provider. Any violation of these policies must be reported to the site administrator. Provider acknowledges and agrees that the student code of conduct for the school site in which the Appointment Room is located will apply to the student while the student is in the Appointment Room and that violations of the code of conduct must be reported to the site Administrator.

III. Duration

- A. **Duration.** Except as provided in Paragraph B below, this Agreement shall be in effect beginning on 9/1/2023 and will automatically renew annually.
- B. **Termination.** This Agreement may be terminated, with or without cause, by either Party upon ninety (90) days' notice in writing to the other Party.

IV. Data Privacy

- A. NAL and School acknowledge that educational data created, gathered or maintained by the School is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- B. **Governing Laws.** All data collected, received, maintained or disseminated for any purpose in the course of NAL's performance of this Agreement is governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, or any other applicable Minnesota statutes and Minnesota rules, as well as Federal statutes and regulations related to data privacy. The Parties agree that this Agreement does not alter in any manner or degree a student's right of privacy in educational records generated by School.
- C. **Release Required.** The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- D. **School Access to NAL Data.** Notwithstanding the requirements of Section V(B), NAL acknowledges and agrees that, as a service provider, it may be in possession or control of data which School is required to provide to the State of Minnesota in order to claim reimbursement for the services provided pursuant to this Agreement ("State Required Data"). Upon request from the School, NAL shall provide School with all State Required Data. State Required Data includes, but is not limited to, disciplinary data, attendance records, student contact by Mental Health Practitioners, and other data that the State of Minnesota may require a school district to provide to claim reimbursement and that School has specifically requested NAL to provide. All such information shall be provided in the format, and within the time period, identified in the applicable request from School.

V. Equal Employment Opportunity, Nondiscrimination and Civil Rights

NAL agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable laws, directive and rules and/or regulations of Federal, State and local governing bodies or agencies. NAL specifically agrees to comply with the Minnesota Human Rights Act, Minnesota Statute Chapter 363A, as amended.

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any or all applicable Federal and state law including, but not limited to, the Civil Rights Act of 1964 and Minnesota Statutes Chapter 363A, as amended.

VI. PAYMENT

NAL is responsible for obtaining its own funding. NAL may obtain funds through a combination of billing private insurance or parents of students who receive services, and grant funding available through Hennepin County, the State of Minnesota, and/or other public or private funding sources. The School will not make any direct payment to NAL for providing services to students.

VII. Data Privacy Ongoing Communication

School and NAL will check-in at a frequency agreed upon in the Shared Agreement completed by the current provider, supervisor, and school. Both NAL and School agree to report any issues related to this MOU, collaboration, or patient/student concerns as quickly as possible to the parties identified in this MOU for problem solving.

VIII. Mutual Indemnification Agreement

Each party ("Indemnifying Party") shall defend, indemnify and hold harmless the other party, and such other party's shareholders, members, officers, directors, employees or agents (collectively: the "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, costs or expenses, including but not limited to reasonable attorneys' fees, and other costs and expenses reasonably incident to proceedings or investigations, or to the defense or settlement of any claim brought against the Indemnified Party, arising from the death of or physical injury to any person, or from the damage to any property, to the extent such death, injury or property damage is proximately caused by the negligence or willful misconduct of the Indemnifying Party or any of its shareholders, members, officers, directors, employees or agents. The foregoing notwithstanding, a party shall not be entitled to defense or indemnification hereunder against any losses, claims, damages, liabilities, costs or expenses resulting from such party's own negligence or willful misconduct or from the negligence or

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willful misconduct of such party's own shareholders, members, officers, directors, employees or agents.

Signatures:

Authorization Signature (NAL)

Print Name (NAL)

Title (NAL)

Date

Simone Zurich

Authorization Signature (School)

Simone Zurich

Print Name (School)

Exec. Dir. Business Services

Title (School)

10/4/23

Date

AGREEMENT

THIS AGREEMENT, made and entered into this September 1, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, Lincoln Park Middle School, hereinafter called LPMS, and Conflict Resolution Center an independent contractor, hereinafter called Contractor or CRC.

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

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

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

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709, Conflict Resolution Center (CRC), and Lincoln Park Middle School (a school within ISD709, herein after referred to as LPMS).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the CRC and LPMS and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum, to students at LPMS.

WHEREAS, LPMS desires to supplement its capacity to provide conflict resolution supports, services, and programming for its students.

WHEREAS, LPMS recognizes that the independently owned and operated CRC has independent funding and staff available to provide conflict resolution related support, services, and programming to supplement LPMS' existing social emotional behavioral cultural learning and restorative practice work.

WHEREAS, LPMS would like to collaborate with CRC to integrate conflict resolution related support, services, and programming into its multi-tiered system of support framework.

THEREFORE, CRC and LPMS agree that it is in the best interest of students attending LPMS to enter into an understanding

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Lincoln Park Middle School

It is understood that CRC and Lincoln Park Middle School staff must work together as a team to effectively meet the needs of LPMS students as it relates to conflict resolution and supplementing restorative practices. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite support, services, and/or programming related to conflict resolution to students and staff at LPMS on regularly scheduled days and regularly scheduled times at LPMS as students are referred by LPMS staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by LPMS staff will be seen individually or in a group setting by CRC staff at LPMS in an appropriate setting for education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in team meetings with school personnel as needed in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and LPMS.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Lincoln Park Middle School

1. LPMS staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them to the location of the scheduled meeting with CRC staff.
3. LPMS staff will develop and implement a system to refer students to CRC supports, services, or programming when appropriate as defined by the school.
4. LPMS will provide CRC staff with an appropriate meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. LPMS will communicate with parents and/or guardians and obtain permission before making a referral to CRC staff.
6. With permission from the student's parent/guardian, LPMS staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. LPMS staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of September 1, 2023 and will continue through June 30, 2024 unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Lincoln Park Middle School agree that by virtue of entering into this Agreement they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and LPMS agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged.

Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC education groups by identified members of LPMS staff according to established partnership agreements. LPMS staff will obtain written consents from parents/guardians and refer students to participate in CRC education groups. Students and parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. LPMS will be responsible for providing non-identifying student

data to CRC for grant reporting purposes. LPMS can provide identifying student information to CRC staff with written consent from parent/guardian in order to access CRC services.

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 \$0 hourly and \$0 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:Accounts Payable, 709 Portia Johnson Drive, 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) Center for Conflict Resolution 230 W. Superior St. Suite #200, Duluth, MN 55802

Notices. All notices to be given by CRC to LPMS shall be deemed to have been given by depositing the same in writing in the United States mail: Lincoln Park Middle School, Attn: Principal Brian Kazmierczak, 3215 W 3rd Street, Duluth, MN, 55806.

All notices to be given by Lincoln Park Middle School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, 230 W. Superior St. Suite #200, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

**Revenue Contracts Signed
September 2023**

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

Name	Amount or Estimated Amount*	Contract Source	Description
Northeast Service Cooperative	\$4,000.00	Special Services	ISD 709 will provide a licensed school nurse to perform activities as directed by NESC

NORTHEAST SERVICE COOPERATIVE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred*to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

ARTICLE 1: ENGAGEMENT

- 1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

ARTICLE 2: TERM

- 2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2024, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 3: CONSIDERATION

- 3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:
 - 3.1.1. Keep current the database of regional school nurse contact information;
 - 3.1.2. Curate and share resources with school nurses in the region;
 - 3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;
 - 3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and
 - 3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.
- 3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School \$4,000. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

ARTICLE 4: AUTHORIZED REPRESENTATIVE

- 4.1. Northeast Service Cooperative Authorized Representative. Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to

monitor Consultant's performance and the authority to accept the services provided under this Agreement.

- 4.2. School's Authorized Representative. School's Authorized Representative is Simone Zurich, Exec. Dir. of Finance & Business Services.

ARTICLE 5: DATA

- 5.1. Government Data. The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

ARTICLE 6: GENERAL TERMS

- 6.1. Governing Law Jurisdiction and Attorney 's Fees. This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party, Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid,
- 6.3. Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 6.4. Hold Harmless. Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 6.5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.6. Severability. If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 6.7. Waiver. Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 6.8. Public and Endorsement.

6.8.1. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

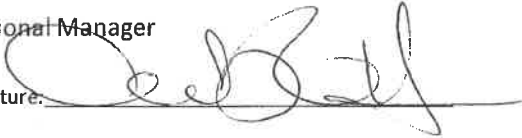
Agreement Complete. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party- Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative
Aubrie Hoover
Behavioral & Mental Health Services
Regional Manager

Signature: _____



DATE: _____

10/3/23

Duluth Public School District
Exec. Dir.

Signature: _____



DATE: _____

10/3/23

Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer — can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone) 218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

Rev. 10/4/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide
for Booster Clubs on
guidelines & procedures
required by:
Duluth Public Schools



Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR

Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.



VARSITY HEAD COACH/HEAD ADVISOR

If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/head advisor is the person you contacted previously, please proceed to the next step.



ACTIVITIES DIRECTOR

If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.



PRINCIPAL

If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.



ASSISTANT SUPERINTENDENT

If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of \$25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

- 1) Treasurer report should contain all transactions that took place prior to the meeting.
- 2) Finances of each club should be open to all members.
- 3) A paid coach should not have check writing authority.
- 4) It is vital that **two people** should be involved in the authorization and signing of any check.
- 5) All purchases must go through the school district (see below).
- 6) At least two members should tabulate all funds collected.
- 7) Boosters may not use Duluth Public Schools' Tax ID or Tax Exempt Numbers.
- 8) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

Grant Applications September 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	Katie Scheufeli	Pre-School/Head Start	\$3,750.00	In addition to first grant approved for 14,000-this additional amount is for Family Engagement/Someone to Be With Books: \$7.50/bookx500 books (will last for two years) = 3750.00
Arrowhead Library Association	Cindy Miller	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Brian Schilling	Library Media Specialist	\$300.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Adam Wisocki	Hospitality Minnesota Education Foundation	Duluth East	\$6,000.00	To help subsidize industry-backed culinary arts and restaurant management curriculum, help to purchase industry standard

				equipment/supplies and to ensure a safe food lab, help to purchase ingredients, and support for instructor training.
Arrowhead Library Association	Anna Rose	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300

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

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
 - A. 206 Public Participation in School Board Meetings/Complaints About
Persons at School Board Meetings and Data Privacy Considerations 2
3. **POLICIES FOR SECOND READING**
 - A. 516 Student Medication (to replace 6180) 19
4. **REGULATIONS - Informational**
5. **OTHER**

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public **discussion input** as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PUBLIC COMMENT

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

VII. PROCEDURES

A. Agenda Items

- ~~1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data

privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
9. Public comments will be taken on any issue at the board's regular monthly meeting. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

~~C. Open Forum~~

~~The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.~~

~~The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.~~

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (~~Open Meeting Law~~ Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (~~Student Dismissal Hearing~~ Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (~~Coaches; Opportunity to Respond~~ License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (~~Teacher Discharge Hearing~~ Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
~~MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)~~
~~MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)~~

First Reading: October 20, 2020
Second Reading: November 17, 2020
Adoption: December 15, 2020

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money;

work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

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VII. PROCEDURES

A. Agenda Items

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4. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
5. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
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7. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
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1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
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3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

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- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
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First Reading: October 20, 2020
Second Reading: November 17, 2020
Adoption: December 15, 2020

Adopted: _____

MSBA/MASA Model Policy 206

Orig. 1995

Revised: _____

Rev. 2022

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

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- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and

awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to

administer the medication.

- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21).
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:
 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced

prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and Alcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)
First Reading: 09.19.2023
Second Reading:

Adopted: _____

MSBA/MASA Model Policy 516

Orig. 1995

Revised: _____

Rev. 2022

516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minnesota Statutes sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health ~~clerk~~ assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An ~~"Administering Prescription Medications"~~ "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over

the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older ~~in writing~~ of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the **Authorization to Administer Medications** ~~Administering Prescription Medications~~ form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). ~~The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy~~
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

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 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or

after the regular school day are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

- L. "Parent" for students 18 years old or older is the student.
- M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

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 - 1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
 - 2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
 - 3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock

Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and Alcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)

~~6180 MEDICATION ADMINISTRATION IN SCHOOL~~

~~It is not the responsibility of the school or its employees to prescribe medications or home remedies. Medications should be administered at home under the supervision of the parent/guardian when possible. However, the school district acknowledges that some students may require administration of medication during the regular school day. The school district's Licensed School Nurse or designee will administer medications in accordance with Minnesota State Statues.~~

~~1. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturer's recommendations clearly available.~~

~~2. A written request from the parent/guardian giving permission to administer medication must be received in writing within two (2) days of an oral request.~~

~~3. Administration of medication must be done according written medical order of the student's licensed health care provider. Prescription asthma or reactive airway disease medications and nonprescription pain relief medications for secondary students may be administered following Minnesota Statues and school district procedures.~~

~~4. Permission for the Licensed School Nurse to contact the prescribing medical provider must be obtained before ISD 709 accepts any medical order.~~

~~5. The administration of subcutaneous, intramuscular, intravenous, or rectal medications will be performed by the Licensed School Nurse, Registered Professional Nurse or Licensed Practical Nurse under the direction of the Licensed School Nurse. (A trained designee may administer auto-injectables.)~~

~~6. Medications must be administered following written procedures of the School District. (see 6180R)~~

~~Reference: MS 121A.22~~

~~Adopted: 11-14-1989 ISD 709~~

~~Revised: 06-20-1995~~

~~03-16-1999~~

~~10-19-2004~~

~~09-19-2006 ISD 709~~

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 17, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

7:00 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- | | |
|--|---|
| 1) Regular School Board Meeting - September 19, 2023 | 3 |
| 2) Special School Board Meeting Re: Superintendent Evaluation - September 19, 2023 | 6 |

B. Approval of Action Items

- | | |
|---|----|
| 1) <u>Human Resources</u> | |
| a. <u>Staffing Report</u> | 7 |
| b. Job Description for Second Shift Floater Custodian | 9 |
| c. Job Description for HR Specialist | 12 |
| d. <u>Other Action Items</u> | |
| 2) <u>Finance</u> | |
| a. <u>Financial Report</u> | 17 |
| b. Hourly-Substitute Pay Rate Wage Increase FY24 | 18 |
| c. Fundraisers | 21 |
| d. <u>Bids, RFPs and Quotes</u> | |
| (1) RFP #315 - Architectural Services for DNT Building | 22 |
| (2) RFP #316 - Engineering Services for DNT Building | 23 |
| (3) QUOTE #4387 - Laserfiche Archive Scan | 24 |
| e. <u>Contracts, Change Orders, Leases</u> | |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> | |
| 4) <u>Other</u> | |
| a. <u>Diploma Requests</u> | 26 |
| b. <u>Field Trip Requests</u> | 37 |
| c. <u>Data Sharing Agreements</u> | |

C. Approval of Policy Readings

- | | |
|--|----|
| 1) <u>First Readings</u> | |
| a. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations | 41 |
| 2) <u>Second Readings</u> | |
| a. 516 Student Medication (to replace 6180) | 58 |
| 3) <u>Annual Review</u> | |

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all

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

- 1) Monthly Committee of the Whole - October 3, 2023 70
- 2) Policy Committee - October 3, 2023 128
- 3) Human Resources/Business Services Committee - October 10, 2023 158

Regular School Board Meeting
Tuesday, September 19, 2023 6:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

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

Present: 6, Absent: 1.

Alanna Oswald: Absent

Present: 5, Absent: 2.

Member Oswald left the meeting at 7:35 p.m.

1. Call to Order
at 6:30 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 Paul Sandholm, Passed.

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

Yea: 6, Nay: 0, Absent: 1

5. School and Community Recognition

Assistant Superintendent Bonds presented the School and Community Recognition

6. Public Comment

George Pappas spoke to the school board regarding the trap teams.

Mona Campbell spoke to the school board regarding the trap teams.

Kris Mallett spoke to the school board regarding facility space - youth sports.

Harry Welty spoke to the school board regarding rumors and Facebook.

Frances Wittenberg spoke to the school board regarding school safety.

Ina Newton spoke to the school board regarding facility space - youth sports.

Rhett McDonald spoke to the school board regarding facility space - youth sports.

Carl Sack spoke to the school board regarding Key Zone.

7. Reading Communications, Petitions, Etc.

8. Report of the Superintendent

8.A. Reports from Student School Board Representatives
Elsa Priest shared the East Student School Board Report
Lauryn Molitor shared the Denfeld Student School Board Report

8.B. Superintendent's Report
Superintendent Magas shared the Superintendent's report.
Topics included:
Launching the School Year
Referendum Updates
Superintendent Evaluation

8.C. Schedule of Meetings and Events
Chair Lofald shared the Schedule of Meetings and Events

9. Report of Standing Committees

9.A. Committee of the Whole

9.A.1) Monthly Committee of the Whole (*September 7, 2023*)
Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.
Discussion was had.

9.B. Human Resources/Business Services Committee - September 12, 2023
Member Durick Eder presented the Human Resources/Business Services Committee report.
Discussion was had.

9.C. Policy Committee (*September 7, 2023*)
Member Loeffler-Kemp presented the Policy Committee report.

10. General Board Committee Updates

None

11. Consent Agenda

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

David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

12. Resolutions from Committee Reports

12.A. B-9-23-3982 - Acceptance of Donations to Duluth Public Schools
Move to approve Resolution B-9-23-3982 Acceptance of Donations to Duluth Public Schools.
This motion, made by Amber Sadowski and seconded by Paul Sandholm, Passed.
David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

12.B. B-9-23-3983 - Acceptance of Grant Awards to Duluth Public Schools
Move to approve Resolution B-9-23-3983 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.

David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

12.C. B-9-23-3984 - Maximum Levy Certification

Move to approve Resolution B-9-23-3984 Maximum Levy Certification. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed.

David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

13. Special Resolutions and Action Items

13.A. HR-9-23-3985 Paraprofessionals Collective Bargaining Agreement - PLACEHOLDER
Move to approve Resolution HR-9-23-3985. Paraprofessionals Collective Bargaining Agreement. This motion, made by Paul Sandholm and seconded by Rosie Loeffler-Kemp, Passed.

David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

13.B. HR-9-23-3986 Food Service Employees Collective Bargaining Agreement - PLACEHOLDER

Move to approve Resolution HR-9-23-3986 Food Service Employees Collective Bargaining Agreement. This motion, made by Paul Sandholm and seconded by Amber Sadowski, Passed.

David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

14. Questions / Other

15. Adjournment

Move to adjourn at 8:21 p.m. This motion, made by Kelly Durick Eder and seconded by Paul Sandholm, Passed.

David Kirby: Absent, Alanna Oswald: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea
Yea: 5, Nay: 0, Absent: 2

Special [Closed] School Board Meeting -
Superintendent Evaluation
Tuesday, September 19, 2023 5:00 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

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

Present: 5, Absent: 2.

Member Loeffler-Kemp arrived at 5:07 p.m.

1. Call to Order
at 5:00 p.m.

2. Roll Call

3. Superintendent Evaluation - The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a), a public body may close a meeting to evaluate the performance of an individual who is subject to its authority.

Move to adjourn to a closed session at 5:05 p.m.. This motion, made by Paul Sandholm and seconded by Kelly Durick Eder, Passed.

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

Yea: 4, Nay: 0, Absent: 3

Reconvened to open session at 5:55 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Adjournment

Move to Adjourn at 5:56 p.m. This motion, made by Rosie Loeffler-Kemp and seconded by Paul Sandholm, Passed.

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

Yea: 5, Nay: 0, Absent: 2

HUMAN RESOURCES ACTION ITEMS FOR: October 17, 2023

CERTIFIED LEAVE	POSITION	EFFECTIVE DATES	
DEMARS, JESSICA	SPED RESOURCE TEACHER/DENFELD	9/29/23-1/8/24	
ERICKSON, JULI A	SPED SPEECH LANG TEACHER/DENFELD	9/29/23-TBD	
LAKE, TAWNYEA	DIRECTOR OF ASSESMENT & EVAL/DSC	ONGOING INTERMITTENT LEAVE	
MICHALICEK, KEVIN	PHYSICS/AEROSPACE TEACHER/DENFELD	9/22/23-10/9/23 INTERMITTENT AFTER	
MOENCH, KATIE	SPED PHYSICAL THERAPY TEACHER/DW	2/13/24-3/26/24	
NETLAND, LINDSAY	PRE-K TEACHER/DW	8/23/23-10/2/23	
WILLSON, RACHEL	GRADE 1 TEACHER/HOMECROFT	1/23/24-3/5/24	
ZIEGLER, CHRISTINE	SCHOOL SOCIAL WORKER/LAURA MAC	10/3/23-10/13/23 INTERMITTENT AFTER	
CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES	
DANIELSON, CHLOE K	SPED SOCIAL WORKER/STOWE, (BA) IV 2 1.0,	09/18/2023	
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK, (BA)III 7 1.0,	09/06/2023	
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE, (PHD) V 9 1.0, ARNESON D. RESIGNED	09/14/2023	
KAELBERER, JAY A	VISUAL ARTS TEACHER/ARROWHEAD ACADEMY, (MA+30) IV 9 0.6, BRENNING S. DISPLACED	09/11/2023	
RICHARDSON, JOHN P	LTS GRADE 1/LAURA MACARTHUR, (MA) IV 2 1.0, SHEVICH M. MEDICAL LEAVE	09/11/2023	
SCHUETZ, ELIZABETH L	LTS ELEMENTARY ART/LESTER PARK, (BA) IV 2 1.0, KERKHOF L. CHILD CARE LEAVE	09/06/2023	
WAGNER, GAVIN J	FLOATING SUBSTITUTE TEACHER/DENFELD, (BA) III 2 1.0,	09/25/2023	
WEISZ, JORDIN J	SPED RESOURCE TEACHER/LAURA MACARTHUR, (BA)III 1 1.0, NORTHUP M. RESIGNED	09/06/2023	
CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES	
LARSON, LISA M	YOUTH IN TRANSITION COORD/DSC	09/22/2023	
STARHA, KRISTENE A	GRADE 3 TEACHER/PIEDMONT ES	09/28/2023	
CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES	
PELTO, LINDA R	GRADE 4 TEACHER/LAURA MAC	01/01/2024	
CERTIFIED PRESUMED RESIGNED	POSITION	EFFECTIVE DATES	
LARSEN DARKER, SHEILA M	MATH TEACHER/DENFELD	09/20/2023	
CERTIFIED TEMPORARY INCREASE	POSITION	EFFECTIVE DATES	
JACKSON, TANYA L	STUDENT GOVERNMENT/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2023
LAMPI, BARRY E	AUTOMOTIVE/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
CERTIFIED TEMPORARY DECREASE	POSITION	EFFECTIVE DATES	
GORDON, MADISON M	SPED ED RESOURCE/LINCOLN PARK, 1.0 TO .7, VOLUNTARY	08/29/2023	12/08/2023
NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANDERSON, KEVIN B, II	SUPERVISORY PARAPROFESSIONAL/LAURA MACARTHUR, 19/38WKS, \$18.16/HR, FALLEISEK M. TRANSFERRED	08/29/2023	
BELDEN, BENJAMIN T	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR,	09/06/2023	
BLACK, NEIL J	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, \$19.83/HR, LEISCHKE L. TRANSFER	10/09/2023	
BRANDT, WANDA E	SPED PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.12/HR, HARVEY M. RESIGNED	09/28/2023	
BUGG, ANTHONY T D	AMERICAN INDIAN HOME SCHOOL LIAISON PARA/DISTRICT WIDE, 40/38WKS, \$20.65/HR, HORTON A. TRANSFER	10/02/2023	
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT, 31.25/38WKS, \$20.99/HR,	10/02/2023	
CARTER, WILLIAM D	SUPERVISORY PARA/EAST, 33.75/38WKS, \$17.99/HR, DAVIDSON L. TRANSFERRED	09/05/2023	
COLLARD, JOLENE N	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, \$17.77/HR, PACK T. TRANSFER	10/02/2023	
CONE, ALISON A	SPED BUILDING WIDE PARAPROFESSIONAL/LOWELL, 31.25/38WKS, \$20.15/HR, HUYSK P.	10/02/2023	
DALE, LORI J	MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR.	09/05/2023	
DAVIS, JESSICA R	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR,	10/02/2023	
EIDER, KRISTOPHER J	MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR.	09/05/2023	
EVANS, ROSE Y	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, \$19.12/HR.	09/11/2023	
FREBERG, ALYSON T	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.17/HR, DAWSON-HUMES A. RETIRED	09/25/2023	
GAULT, JADEN D	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$20.05/HR, JONES S. TRANSFER	09/25/2023	
GOODSKY, TEAGUE E	CULTURAL IMMERSION PARAPROFESSIONAL/LOWELL, 40/38WKS, \$20.05/HR.	09/11/2023	
GRADINE, JEFF S	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR	09/11/2023	
HORN, JEANNE M	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR.	09/27/2023	
KALAMARIS, KRISTIN M	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$19.47/HR,	10/02/2023	
KINNEAR, MITCHELL L	SECOND SHIFT ENGINEER II/DENFELD, 40/52WKS, \$21.63/HR, GLESNER R. REPLACED	09/25/2023	
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK ACADEMY, 40/38WKS, \$19.77/HR.	09/11/2023	
MADOLE, ROBYN M	SPED BW PARAPROFESSIONAL/LESTER PARK, 31.25/38WKS, \$20.12/HR, GARVEY S. RESIGNED	09/18/2023	
MARUSKA, BRITTANY M	EXECUTIVE ASSISTANT FINANCE/DSC. 40/52WKS, \$22.03/HR, PETERSON T. TRANSFERRED	09/25/2023	
MONROE, SHALON D	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST/DISTRICT WIDE, \$1,070/WEEK	10/02/2023	
MORGENSTERN, KYLA A	HOURLY MONITOR/MYERS-WILKINS, 10/38WKS, \$13.50/HR.	09/11/2023	
PAULSON, LINDSEY A	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, \$13.22/HR	09/27/2023	
REUTER, ELIZA R	OFFICE SUPPORT SPECIALIST SENIOR/ROCKRIDGE, 40/43 WKS, \$19.83/HR, FRIDSMAN, I. RETIRED	09/13/2023	
RIBAR, KYLE D	SUPERVISORY PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$16.81/HR.	09/05/2023	
RICKERT, LEWIS J	HOURLY MONITOR/CONGDON, 12.5/38WKS, \$13.50/HR	09/14/2023	

RITCHIE, DAKOTA G	CUSTODIAN/EAST, 40/52WKS, \$17.52/HR.	10/03/2023
ROBILLARD, GEORGIA L	SPED JOB COACH PARAPROFESSIONAL/DENFELD, 24/38WKS, \$20.12/HR,	09/11/2023
ROSA, APINYADA N	HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$13.50/HR.	09/05/2023
ROTONDO, ERIC C	SPED PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$17.77/HR, SZUKIS K. RESIGNED	09/11/2023
SAMUELSON, WES A	BUS HELPER/DISTRICT WIDE, 25/38WKS, \$15.40/HR, ZANTEK W. RESIGNED	10/02/2023
SANGSTER, SANDRA M	PRESCHOOL PARA/LOWELL, 39/38WKS, \$20.15/HR, WINKLESKY D. RESIGNED	10/02/2023
SAUER, DARBY E	SPED PARAPROFESSIONAL/EAST, 32.5/38WKS, \$18.74/HR, DELUCA J. RESIGNED	09/18/2023
SCHNEIDER, VICTORIA A	CHECK AND CONNECT PARA/EAST, 36/38WKS, \$25.02/HR, OSUCHKWU C.	09/18/2023
SHORTER, SOFIA R	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$18.74/HR.	10/02/2023
SMIEJA, ELIZABETH I	HOURLY MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR	09/22/2023
SMITH, KATHLEEN M	SPED BW PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$18.89/HR, SIEMSEN M. RESIGNED	10/03/2023
SWARD, LISA R	NUTRITIONAL SERVICE ASSISTANT/EAST, 30/38WKS, \$13.22/HR.	09/11/2023
THEIS, RACHELLE H	SPED PARAPROFESSIONAL/DISTRICT WIDE, 7/38WKS, \$17.77/HR.	09/11/2023
VUKELICH-DIXON, KELLY J	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$13.22/HR	08/30/2023
WICKNER, KAREN L	BUS DRIVER II/DISTRICT WIDE, 25/38WKS, \$21.08/HR	10/02/2023
WITHERSPOON, STEPHAN P	HOURLY MONITOR/MYERS-WILKINS, 12.8/38WKS, \$13.50/HR.	09/05/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
TIKALSKY, DANIELLE E	FACILITIES USE COORDINATOR/DW, \$25.90/HR, 52 WKS	09/10/2023

<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOLTE, DAWN M	PHYSICAL THERAPY ASST/DISTRICT WIDE	10/19/2023
JAMES, SUSAN M	SPED BW PARA/MYERS WILKINS	09/18/2023
NORDWALL, COLEEN M	OFFICE SUPPORT SPECIALIST TECHNOLOGY/DSC	09/27/2023
SAVRE, ALAN JAMES A	TECH TUTOR PARA/EAST	10/11/2023
STERLING, ROXY L	CHILD NUTRITION SERV ASST/LAURA MAC	09/29/2023

<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
TRUONG, SI	2ND SHIFT ENGINEER II/EAST HS	01/31/2024

<u>NON-CERT PRESUMED RESIGNED</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
COYLE, SANDRA R	OFFICE SUPPORT SPECIALIST SENIOR/LAKEWOOD	9/19/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BELLARIO, MARC	SPED BW PARA/DENFELD	INTERMITTENT
MAKI, MICHAEL	SPED PROG PARA/MERRITT CREEK	10/2/23-6/7/24

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Title of Immediate Supervisor: Supervisor of Operations/Facilities Manager/Building Engineer	Department:	FLSA Status: Non-Exempt
Accountable For (Job Titles):		Pay Grade Assignment: National Conference of Fireman and Oilers, Local 956, Pay Group 4a,4b,4c

General Summary or Purpose of Job:
<p>This is a floating position that can change site on a day to day basis, position will be housed at Facilities Management site, and mileage will be based on starting there for work assignment.</p> <p>Under general supervision, performs maintenance and cleaning tasks and operation of various types of cleaning equipment to care for and maintain school facilities and district properties, performs basic building maintenance and performs related work as required. In addition, a Second Shift Floater Custodian, under the direction of the Building Engineer, and with supervision from a Facilities Management Supervisor, a Second Shift Floater Custodian assists school custodian I/II/III's in their use of equipment and follows up on completion of regular task assignments as directed by building Engineer or Facilities Management Supervisor. The Second Shift Floater Custodian may have to monitor evening activities in the building and assists in monitoring the conduct of students and adults in and around the building. Also coordinates with building Engineer, principal, community education coordinators, activity directors and activity site managers regarding setups, occupancy times and special needs or concerns. Communicates with building Engineer and supervisors when there are recognized heating and ventilation issues affecting activities or occupancy comfort; responds to and reports emergency situations and equipment failures and alarms. Responsible for clearing the building of occupants and arming security systems after perimeter checks are complete. Has knowledge and ability to create and remove override entries in building access control system.</p> <p>This position cannot substitute for a Building Engineers unless the proper licensure is held.</p>

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
2. Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
3. Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
4. Close building for daily operations; ensure building and grounds are safe and secure.
5. Clean rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
6. Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
7. Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
8. Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

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

- Requires a minimum of a high school diploma or GED.
- One year of experience working as a custodial or similar position, or working with facilities and systems used to run them.

Certification or Licensing Requirements (prior to job entry):

- Special or Second-Class C Boiler License (preferred)
- Certified Pool/Spa Operator (preferred)

Knowledge Requirements: (Requires knowledge of)

- Cleaning standards.
- Cleaning methods.
- Cleaning chemicals.
- Time management.
- Effective communications
- Basic boiler operation
- Basic knowledge of standard tools, methods and practices involved in building maintenance.

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Skill Requirements: (Skilled in)	
<ul style="list-style-type: none"> ● Use and care of floor cleaning equipment. ● Task prioritization. ● Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments). ● Operation of personal computers, including related to building access and lighting control. ● Operation of hand and power tools. ● Oral and written communications. ● Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities Operations supervisor. ● Written and verbal communication and relationship skills to efficiently and effectively perform essential duties. 	

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

General Environmental Conditions:
General Physical Conditions:
Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

Job Classification History:
Description revised by

CLASSIFICATION DESCRIPTION
HR SPECIALIST

<p><u>Title of Immediate Supervisor:</u> Human Resources Manager and/or Executive Director of Human Resources and Operations</p>	<p><u>Department:</u> Human Resources</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> N/A</p>		<p><u>Pay Grade Assignment:</u> Executive Employees Association</p>

General Summary or Purpose Of Job:

Under the general supervision of the Manager and/or Executive Director, the Human Resource specialist provides knowledgeable and professional support for essential Human Resource functions of the District to administrators, staff and community. The Specialist performs experienced, professional support duties in an efficient and timely manner so that the overall district's educational objectives may be achieved. The Specialist will organize and carry out tasks relative to all essential functions of the Human Resources Department and provide active, direct support to the Director and other administrators, in order to assure smooth and efficient operation of the school district and the Human Resources Department in compliance with all state and federal requirements. This position is considered a confidential employee by Minnesota statute.

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

Manage and effectively administer all of the recruitment, hiring, and monitoring of staffing related to requisitions, postings, advertising, applications, screenings, interviews, testing, paperwork, record keeping, job fairs, job bid processes, and bumping processes.

Conduct recruitment activities and practices, ensuring that the District creates and maintains a diverse and multicultural workforce on a timely basis. Ensures that all State, Federal and contractual guidelines are adhered to regarding employment. Works with District administrators regarding workforce planning and meeting staffing needs.

Process and submit paperwork for all background checks and inquiries.

Provide various administrative functions; process employee information; perform experienced records management duties, perform employee record creation and updates for all employees, oversee records maintenance and database management.

Understand system management and administration of basic District applications and software packages, stay abreast of enhancements and make recommendations for improvement of the District's use.

Serve as the key resource for staffing and provide expertise and support for administrators and staff on the use of applicant tracking, job requisition and placement systems, substitute management system, HR information system and personnel records.

Communicate with all levels of employees, visitors, and general public via a variety of means: in-person, telephone, email, internet, Google shared documents, fax and presentations.

Cross train in a wide variety of essential HR functions to assist in projects, train others and act as back-

CLASSIFICATION DESCRIPTION
HR SPECIALIST

up for essential functions (ie. Posting, recruitment, applications, interviewing, onboarding, volunteer application processing and onboarding etc.)

Assist with and maintain the current job descriptions and review process.

Assist with the processing of general complaints, reclassification and investigation paperwork.

Respond to inquiries from payroll and units regarding timesheet entries by staff.

Coordinate training provided by the Human Resource department as directed.

Assist with job assignments, reassignments, transfers, suspensions and terminations for support staff personnel.

Ensure data integrity and enter, retrieve, and verify imports and exports of data, edit and track personnel and HR related data.

Create spreadsheets with formulas, calculations and templates for projects as assigned.

Maintain personnel files and records, and accurate HRIS data base to reflect current personnel data for all district employees in accordance with the data practices and record retention requirements.

Create surveys and collect survey data for district information; as well as complete surveys on district data as requested.

Pull, verify and distribute annual district seniority lists in a timely manner and according to contracts.

Prepare ad hoc reports as needed and requested by the Director and other Administrators; including quarterly staff rosters for each building and/or department.

Provide professional customer service to internal and external stakeholders. This includes verbal, written, electronic and online (website) customer service.

Compile HR information for administrative and School Board meetings, and compose correspondence for forms, website and business letters for approval by the Director.

Process and maintain certified employee lane change and course pre-approval processes.

Assist in data collection and communications related to the negotiations process, and prepare negotiated CBAs for signature and printing and distribution.

Access highly confidential documents relating to the bargaining process and maintain strict confidentiality of document content and meeting discussions.

Serve in a backup role for all staffing, employment verifications, office reception, and other duties as assigned.

At times, may oversee the work of others at the direction of a supervising Administrator.

CLASSIFICATION DESCRIPTION
HR SPECIALIST

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

Requires a minimum of a high school diploma or GED certificate and six years high-level clerical administrative support experience performing a administrative tasks in human resources, payroll, or similar work environment; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the position.

Preferred Qualifications:

- Experience in a human resources department
- Personnel/payroll experience
- Public speaking experience
- Experience working with collective bargaining agreements

Knowledge Requirements: Requires knowledge of:

- Knowledge of computer-based human resource management information systems.
- Knowledge of the theory and principles of human resources and/or payroll administration.
- Basic level of accounting skills, including experience working with budgets.
- Knowledge and high-level proficiency with Microsoft Word, Excel, database management and Google.

Skill Requirements: Skilled in:

- Skilled in utilizing database system applications in a human resource or a closely-related environment.
- Demonstrated ability to troubleshoot situations with limited direction.
- Excellent written and verbal communication skills, including the ability to make group presentations, as well as excellent interpersonal skills.
- Excellent organizational skills
- Demonstrated ability to meet essential deadlines in a work environment where there are frequent interruptions, as well as the ability to be flexible.
- Demonstrated ability to maintain confidentiality.
- Demonstrated ability to maintain a positive attitude and be able to handle difficult people, circumstances and situations.

Physical Requirements:

Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)				√

CLASSIFICATION DESCRIPTION
HR SPECIALIST

Reach with hands and arms			√	
Climb or balance		√		
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

CLASSIFICATION DESCRIPTION
HR SPECIALIST

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Occasionally work is performed near moving mechanical parts, such as large copy machines. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

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

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

Job Classification History:



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

10/4/2023

REVENUES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	RECEIVED TO YEAR TO DATE	RECEIVED ENCUMBERED	BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	
General	1	\$126,200,922.80	\$126,761,059.90	\$29,585,961.69	\$12,587.95	\$97,162,510.26	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$74,850.52		\$3,964,349.48	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,069,118.32		\$5,951,822.80	
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,395,964.11	\$ -	\$7,099,580.89	
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$306,875.38	\$ -	\$2,435,671.62	
Building Construction	6	\$ -	\$ -	\$ -		\$ -	
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,280,685.55	\$ -	\$22,366,537.45	
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$151,504.31	\$ -	\$798,495.69	
Student Acitivity	79	\$58,406.00	\$418,210.11	\$59,577.92	\$ -	\$358,632.19	
REVENUE	TOTALS:	\$173,430,884.92	\$174,350,826.13	\$33,924,537.80	\$12,587.95	\$ -	\$140,413,700.38

EXPENSES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	EXPENSES TO YEAR TO DATE	EXPENSES ENCUMBERED	BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	
General	1	\$120,283,293.86	\$120,835,788.05	\$17,798,885.05	\$4,317,939.31	\$98,718,963.69	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$425,122.92	\$2,541,845.46	\$1,045,907.62	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$876,949.67	\$519,190.52	\$5,353,492.57	
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,251,710.89	\$67,377.80	\$6,311,776.31	
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$2,746,875.38	\$649,853.78	\$4,602,890.09	
Building Construction	6	\$ -	\$ -	\$1,216,045.94	\$24,311.91	-\$1,240,357.85	
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$256,388.47	\$58,593.77	\$600,017.76	
Student Acitivity	79	\$306,948.00	\$350,788.45	\$21,464.22	\$18,134.81	\$311,189.42	
EXPENSE	TOTALS	\$171,310,984.87	\$172,388,319.51	\$26,849,904.99	\$8,197,247.36	\$ -	\$137,341,167.16

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$22,613.50	Program 298	Revenue \$84,283.38
Program 110 Admin	\$ -	Program 298	Expense \$36,493.87
Program 108 Tech	\$333,678.27		
Program 203 Elem	\$199,001.17		
Program 211 Secondary	\$178,695.20		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$ -		
Program 740 Pupil Engage	\$1,296.63		
	<u>\$735,284.77</u>		

HOURLY/SUBSTITUTE PAY RATE SHEET

EFF. 9/1/2022

Proposed 10/1/23

<u>COMMUNITY EDUCATION</u>				
American Indian Facilitator	Hourly	\$10.00	\$13.50	\$14.50
Lifeguard	Hourly	\$10.15	\$13.65	\$14.65
Locker Room Attendant	Hourly	\$10.00	\$13.50	\$14.50
Pool Director	Hourly	\$10.00	\$13.50	\$14.50
Puppeteer	Hourly	\$10.15	\$13.65	\$14.65
School-Aged/Pre-K Worker	Hourly	\$10.00	\$13.50	\$14.50
Site Supervisor Substitute	Hourly		\$13.50	\$14.50
Special Needs Helper	Hourly	\$10.00	\$13.50	\$14.50
Swim Instructor	Hourly		\$14.50	\$15.50
Temporary Building Coordinator	Hourly		\$15.50	\$16.50
<i>Youth Development Programs</i>				
Youth Service Facilitator	Hourly		\$15.50	\$16.50
Cross Age Student Helper Playground Leader Gym Supervisor Activity Leader Summer Youth Placement Coordinator	Hourly	\$10.00	\$13.50	\$14.50
<u>FOOD SERVICE</u>				
Cook and Head Cook Substitute	Hourly	\$10.15	\$13.50	\$15.00
Food Service Substitute/Non-Unit Helper	Hourly	\$10.00	\$13.00	\$14.00
Production Manager Substitute	Hourly		\$13.50	\$15.00
Satellite Manager Substitute	Hourly		\$13.50	\$15.00
Satellite Mgr Trainer	Hourly		\$15.63	\$17.00
Retired Food Service employees are paid \$1.00/hr in addition to above rates.	Hourly			
<u>MAINTENANCE AND CONSTRUCTION</u>				
Lead Person for Laborers	Hourly	\$10.00	\$13.00	\$14.00
Retired Trades People	Hourly		Step B of Maintenance CBA	
Snow Shovelers, Temporary	Hourly	\$10.00	\$13.00	\$14.00
Summer AV Repair	Hourly	\$10.00	\$13.00	\$14.00
Summer Hourly Substitute	Hourly	\$10.00	\$13.00	\$14.00
Welder and Other Skilled Trades			Step B of Maintenance CBA	
<u>BUILDING OPERATIONS</u>				
Hourly Regular Substitute	Hourly		\$15.00	\$15.00
Substitute for Licensed People	Hourly	\$10.00	\$15.00	\$15.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$10.00	\$13.00	\$15.00
Retired Custodian	Hourly		Step B Maintenance CBA	
Retired Custodian II	Hourly		Step B Maintenance CBA	
Retired Fireperson I	Hourly		\$14.50	Step B Maintenance CBA
Retired Fireperson II	Hourly		Step B Maintenance CBA	
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly		Step B Maintenance CBA	284

<u>TRANSPORTATION</u>				
Retired Bus Driver	Hourly		Step B Maintenance CBA	
Bus Driver	Hourly			\$20.00
Bus Helper	Hourly	\$10.00	\$13.50	\$15.00
Field Trip	Hourly	\$10.15	\$13.65	\$15.00
<u>PRINT SHOP</u>				
Skilled Tradesperson	Hourly		Step A of Maintenance CBA	
Summer Hourly	Hourly	\$10.00	\$13.50	\$14.50
<u>PURCHASING (STOREROOM)</u>				
Hourly Regular Substitute	Hourly	\$10.00	\$13.50	\$14.50
Hourly Student	Hourly	\$10.00	\$13.50	\$14.50
Stock Clerk (Retired Employee)	Hourly		Step A of Maintenance CBA	
<u>CLERICAL</u>				
Hourly Clerical	Hourly	\$10.15	\$13.50	\$15.00
Regular Substitute	Hourly	\$10.15	\$13.50	\$15.00
Retired/Layoff Employees	Hourly		OSS Step 1 of Clerical CBA	
HOURLY/SUBSTITUTE PAY RATE SHEET				
EFF. 1/1/2022				Proposed 10/1/23
<u>PARAPROFESSIONALS</u>				
Career Center Assistant	Hourly	\$10.00	\$15.00	
Career Center Coordinator	Hourly		\$15.00	
Child Care Assistant	Hourly	\$10.15	\$15.00	
Community Assistant	Hourly	\$10.00	\$15.00	
Community Liaison	Hourly	\$10.00	\$15.00	
Cultural Assistant (no language skills)	Hourly	\$10.00	\$15.00	
Cultural Assistant (with language skills)	Hourly	\$10.15	\$15.00	
Experience Center Manager	Hourly	\$10.00	\$15.00	
Health Assistant	Hourly		\$15.00	
Hearing Impaired Assistant (Signer) (Transliterators Non-Licensed)	Hourly		\$15.00	
Indian Oriented Assistant	Hourly	\$10.00	\$15.00	
Instructional Assistant (Tutor)	Hourly	\$10.00	\$15.00	
Licensed Interpreter for the Deaf	Hourly		\$20.00	
Media Assistant	Hourly	\$10.00	\$15.00	
Mental Health Practitioner Sub	Hourly		\$15.00	
Occupational Therapy Assistant	Hourly	\$10.15	\$15.00	
Physical Therapist Assistant	Hourly		\$15.00	
Special Education Assistant	Hourly	\$10.15	\$15.00	
Special Education Assistant (LPN License Required)	Hourly		\$16.50	\$18.00
Special Education Assistant (RN License Required)	Hourly		\$22.50	\$24.00
Supervisory Assistant	Hourly	\$10.15	\$15.00	
Technical Tutor			\$15.00	205

Graphic Artist Cultural Assistant (with language skills) RDT Asian Oriented Evaluation/Testing	Hourly	\$10.15	\$15.00	
<u>MISCELLANEOUS</u>				
Accounting Intern	Hourly	\$10.00	\$13.50	\$14.50
Assistant Examiner	Hourly	\$10.00	\$13.50	\$14.50
Cafeteria/Playground Monitor	Hourly	\$10.00	\$13.50	\$15.00
Crossing Guard	Hourly	\$10.00	\$13.50	\$14.50
Deli Assistant	Hourly	\$10.00	\$13.50	\$14.50
Deli Operator	Hourly		\$14.00	\$15.00
Desegregation Assistant	Hourly	\$10.00	\$13.50	\$14.50
GED Examiner	Hourly		\$20.00	\$21.00
Headstart Nutritionist	Hourly		\$25.00	\$26.00
Help Desk Technician	Hourly		\$16.00	\$17.00
HRA Headstart Resource Aide	Hourly	\$10.00	\$13.50	\$14.50
Indian Adult Basic Education Assistant	Hourly	\$10.00	\$13.50	\$14.50
Parental Involvement Coordinator	Hourly	\$10.00	\$13.50	\$14.50
Systems Maintenance Technician	Hourly		\$21.54	\$22.54
Technology Intern (2 yrs college or above)	Hourly		\$15.00	\$16.00
Technology Student Intern (after 17 months)	Hourly	\$10.00	\$13.50	\$14.50
Technology Student Intern (ISD#709 Student)	Hourly	\$10.00	\$13.50	\$14.50
Work Study	Hourly	\$10.00	\$13.50	\$14.50
<u>SUBSTITUTE TEACHERS</u>				
All Certified Substitutes	Substitute		\$150.00	
Certified Retired Substitutes Only	Substitute		\$155.00	
Teacher Hourly Rate of Pay	Substitute		\$22.08	

**Fundraisers Reported
September 2023**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lakewood ES	5th Grade	\$1,625.00	This fundraiser is to help lower the cost for the students attending the 5th grade trip to Wolf Ridge.
Lincoln Park MS	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	All profits from this fundraiser are used to cover the cost of class trips, performing guests, and other academic needs for our Music students at Lincoln Park Middle School.
Ordean-East MS	Library	\$2,000.00	Book fair at OEMS library
Ordean-East MS	Ordean East Student Council	\$35.00	The Ordean East Student Council did this last year. It went over very well.
Ordean-East MS	Real Talk - School Store (BARK Store)	\$500.00	We believe this "school store" opportunity ties in wonderfully with the district PBIS initiative.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 315 Architectural Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 316 Engineering Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: QUOTE #4387 LASERFICHE ARCHIVE SCAN
Date: October 6, 2023

The quote is for archive scanning of Human Resources and other department's documents .

Four (4) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
SCANNING AMERICA	\$135,339.92
MID-AMERICA	\$143,017.50
ARC SOLUTIONS	\$226,025.00
LOFFLER	\$348,612.00

The Human Resources Department (Theresa Severance and Rebecca Lester) reviewed the quote.

Theresa Severance, Director of Human Resources, recommends accepting and awarding the quote meeting specifications as submitted by SCANNING AMERICA for the amount of **\$135,339.92 for the LASERFICHE ARCHIVE SCAN.**

Theresa Severance will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Theresa Severance will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Human Resources

Fund Custodian: Theresa Severance, Director of Human Resources

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Donnie R. White

June 29, 2023

July 10, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Taylor Walsh	Duluth Public Schools	7/5/2023
Piper Baumann	Duluth Public Schools	3/8/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

July 19, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Owen D Johnson	Duluth Public Schools	7/19/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center



MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 7/21/2023

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Andrew Goodreau

7/21/2023

August 15, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Mahalia Thygeson-Johnson	Duluth Public Schools	8/15/2023
Eliviya McCall	Duluth Public Schools	8/15/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 21, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Arianna Benjamin	Duluth Public Schools	8/16/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 16, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Jasmine Fechner	Duluth Public Schools	8/16/2023
Aliyah Brigant	Duluth Public Schools	8/16/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 15, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Gianna Ware	Duluth Public Schools	8/16/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

August 28, 2023

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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Harrison Matthew Birong	Duluth Public Schools	8/16/2023

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

September 11, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Amir Salehi	Duluth Public Schools	9/11/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

September 27, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Felicia Gould	Duluth Public Schools	9/26/2023
Lucas Rodenwald	Duluth Public Schools	9/27/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

DISTRICT 709 FIELD TRIP REQUESTS

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

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

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

DEFINITIONS:

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

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

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

INSTRUCTIONAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: Approved Name: _____
 Not Approved Date: _____

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

EXTENDED TRIP ACTION

Principal: Recommended Name: Darren Sheldon
 Not Recommended Date: 9-13-23

Assistant Superintendent: Recommended Name: Anthony King
 Not Recommended Date: 9/13/23

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

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: Instructional Supplementary Extended

1. Organization/Grade/Course Planning Trip: Lakewood 5th Grade
2. Contact Person (Responsible for Checklist Completion): Heather Kemp
3. Field Trip Date(s): 2/12-14/2024 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations):
Five science based activities plus a presentation taught by Wolf Ridge staff over a three day period.
5. Field Trip Departure from School (Date and Time): 2/12/24 9:30 am
Field Trip Return to School (Date and Time): 2/14/24 2 pm
6. Objectives of Field Trip: Science standards
7. Relationship to Curriculum or Student Learning: The curriculum is aligned to the MN 5th grade science standards
8. Planned Follow-up Field Trip Activities: writing assignment
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 9050
Total Meals	\$
Total Lodging	\$
Total Transportation	\$ 1000
<input checked="" type="checkbox"/> School District Vehicle(s)	
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$
Other: <u>journals, snacks</u>	\$ 200
Total	\$ 10,250

Revenues	
District Budget	\$
Booster Group <u>PTA</u>	\$ 1000
Donations	\$ 200
Student Fees	\$ 9050
Total Additional Stipends:	\$
Total	\$ 10,250

11. Reviewed/Completed Request Checklist: Yes No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME

LOCATION

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

Signature of Contact Person: _____

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary. *Wolverine Wolf Ridge makes itinerary*
- Arrange Funding of Expenses During Trip - *donations, fundraising efforts*
- Arrange Meal Plans - *included*
- Arrange Lodging Plans and Room Assignments - *included*
- Collect Family Emergency Information for Students - *gathered before trip from school secretary and nurse.*
Example: Home phone numbers, emergency contacts, medical information
- Additional Information
Note: Provide any additional information.

Signature of Contact Person: Heather Kemp

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public **discussion input** as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PUBLIC COMMENT

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

VII. PROCEDURES

A. Agenda Items

- ~~1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data

privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
9. Public comments will be taken on any issue at the board's regular monthly meeting. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

~~C. Open Forum~~

~~The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.~~

~~The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.~~

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (~~Open Meeting Law~~ Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (~~Student Dismissal Hearing~~ Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (~~Coaches; Opportunity to Respond~~ License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (~~Teacher Discharge Hearing~~ Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
~~MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)~~
~~MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records - Privacy - Access to Data)~~

First Reading: October 20, 2020
Second Reading: November 17, 2020
Adoption: December 15, 2020

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money;

work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PUBLIC COMMENT

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

VII. PROCEDURES

A. Agenda Items

1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
2. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
3. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
4. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
5. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
6. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
7. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
8. Public comments will be taken on any issue at the boards regular monthly meeting. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

First Reading: October 20, 2020
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Adopted: _____

MSBA/MASA Model Policy 206

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206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and

awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to

administer the medication.

- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21).
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:
 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced

prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section § 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section § 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and Alcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)
First Reading: 09.19.2023
Second Reading:

Adopted: _____

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516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minnesota Statutes sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health clerk assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An ~~"Administering Prescription Medications"~~ "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over

the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older ~~in writing~~ of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the **Authorization to Administer Medications** ~~Administering Prescription Medications~~ form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). ~~The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy~~
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or

after the regular school day are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

- L. "Parent" for students 18 years old or older is the student.
- M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

- N. Procedure regarding unclaimed drugs or medications.
 - 1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
 - 2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
 - 3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock

Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and Alcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)

~~6180 MEDICATION ADMINISTRATION IN SCHOOL~~

~~It is not the responsibility of the school or its employees to prescribe medications or home remedies. Medications should be administered at home under the supervision of the parent/guardian when possible. However, the school district acknowledges that some students may require administration of medication during the regular school day. The school district's Licensed School Nurse or designee will administer medications in accordance with Minnesota State Statues.~~

~~1. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturer's recommendations clearly available.~~

~~2. A written request from the parent/guardian giving permission to administer medication must be received in writing within two (2) days of an oral request.~~

~~3. Administration of medication must be done according written medical order of the student's licensed health care provider. Prescription asthma or reactive airway disease medications and nonprescription pain relief medications for secondary students may be administered following Minnesota Statues and school district procedures.~~

~~4. Permission for the Licensed School Nurse to contact the prescribing medical provider must be obtained before ISD 709 accepts any medical order.~~

~~5. The administration of subcutaneous, intramuscular, intravenous, or rectal medications will be performed by the Licensed School Nurse, Registered Professional Nurse or Licensed Practical Nurse under the direction of the Licensed School Nurse. (A trained designee may administer auto-injectables.)~~

~~6. Medications must be administered following written procedures of the School District. (see 6180R)~~

~~Reference: MS 121A.22~~

~~Adopted: 11-14-1989 ISD 709~~

~~Revised: 06-20-1995~~

~~03-16-1999~~

~~10-19-2004~~

~~09-19-2006 ISD 709~~

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 3, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

B. Informational Items

1) **Improving Systems - Staffing and Budget Meetings - Booster Club Updates** 2

2) Presentations

a. **Supporting Every Student - Middle School Model and Student Achievement Update** 5

b. **District Initiative Update: Continuous Improvement Teams (CITs)** 26

c. **Avancing Equity - 2023-2024 Educational Equity Framework Development Plan** 46

C. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: October 3, 2023

Topic: Improving Systems - Staffing/Budget Meetings and Booster Club Updates

Presenter(s): Simone Zunich

Attachment (yes or no): Yes

Brief Summary of Presentation or Topic (no more than a few sentences):

Discussion- "The Finance and HR team hold 3 staffing and budget meetings each school year". The first round of meetings takes place in Sept/Oct. At the table is the site Principal, Special Education, HR, Finance, Asst Supt, Director of TLE. We will also include A & I and Indian Ed if those programs are at that site.

We review all staffing, FTE's, enrollment numbers and budget codes. We also review the finance budget. It is an intensive process that we just implemented last year and it was well received. The meeting lasts around 3 hours."

Booster Club Updates with attachments

Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer — can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone) 218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

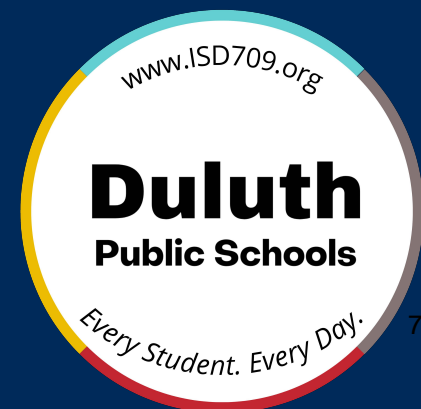
Rev. 8/31/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide
for Booster Clubs on
guidelines & procedures
required by:
Duluth Public Schools



Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict

Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR

Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.



VARSITY HEAD COACH/HEAD ADVISOR

If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/head advisor is the person you contacted previously, please proceed to the next step.



ACTIVITIES DIRECTOR

If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.



PRINCIPAL

If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.



ASSISTANT SUPERINTENDENT

If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of \$25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

- 1) Treasurer report should contain all transactions that took place prior to the meeting.
- 2) Finances of each club should be open to all members
- 3) A paid coach should not have check writing authority.
- 4) It is vital that **two people** should be involved in the authorization and signing of any check.
- 5) All purchases must go through the school district (see below).
- 6) At least two members should tabulate all funds collected.
- 7) Boosters may not use Duluth Public Schools’ Tax ID or Tax Exempt Numbers.
- 8) For the purpose of good communication with families, Duluth Public Schools may need to request tax statements, receipts, expenditures, and balances.
- 9) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

COW Agenda Cover Sheet

Meeting Date: October 3, 2023

Topic: Middle School Model Update

Presenter(s): Jen Larva and members of the MS Model Committee

Attachment (yes or no): Yes: [Google Slides](#)

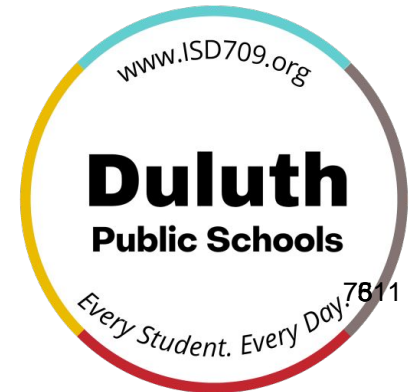
Brief Summary of Presentation or Topic (no more than a few sentences):

The presentation will update the board and the community of the work completed by the MS Model committee. We will share our plan for a MS Model and an accompanying schedule that is being considered.

Middle School Model

Committee Update

October 3, 2023





Our Journey with the MS Model

MN Ten Commitments to Equity

9. *Improve Conditions for Learning:* Focus on school culture, climate and social emotional development. Connect teaching to the experiences, assets and needs of students.

10. *Give Students Options:* Empower students with high-quality options to support every learner's success.

MS Model Committee Team Membership

Facilitators: Jen Larva and Ethan Fisher

Chrissy Valento - Art Teacher

Dale Uselman - Curriculum Coordinator

Dani Smilanich - Social Studies Teacher

Heidi Lyle - Media Specialist

Jason Crane - Director of Special Services

Katie Oliver - English SWS Teacher

Kristin Paschen - MTSS Coordinator / Music

Joan Lancour - Administrative Assistant

Charlotte Aschman - World Language Teacher

Doug Hughes - Business Teacher

Heather DeMeyer - FACS Teacher

Heather Harvick- Content Specialist / SD Coor

Kurt Drengler - Special Education Teacher

Sally Weidt - Student Achievement Coordinator

Morgan Costley & Tory Rock - Counselors

Brian Kazmierczak & Sue Lehna - Principals

Parameters

We are tasked to creatively envision a **middle school model** and an accompanying **innovative** schedule that keeps **best practices** and the **desired daily experiences** of our students at the center of our focus.

- No reduction of core content minutes
- Cost responsible
 - Up to \$2M (Personnel, busing, PD, etc.)
- Aligns with the Desired Daily Experiences of our students
- Addresses standards outcomes

Standards and Implementation

- [2018 Minnesota Arts Standards](#)
- Separated into 5 Fine Arts Areas
 - Visual Arts
 - Media Arts
 - Theater
 - Dance
 - Music
- Secondary benchmarks are now established by individual grade level (formerly they were banded)



Impacts on Middle School

- Middle school students must be offered/have access to at least three (3) and are required to meet benchmarks in at least two (2) Arts areas **every year**
- All benchmarks in an area must be met in a year in order to fulfill this requirement



Timeline of Work

March:

- Formation of committee
- Defined parameters of our work
- Explored definition of MS Model

April:

- Reviewed literature and resources to support MS Model
- Discussed the 18 characteristics of a Successful MS Model
- Began reviewing different schedule models

May:

- Drafted belief statement
- Developed Work Groups

June:

- Group attended AMLE Leadership Conference
 - Key Takeaways
- Identified Cornerstones of a MS Model
- Discussed Young Adolescent development
- Analyzed first version of a schedule

August:

- Schedule revisions
- Begin discussion on course options

September:

- More schedule revisions
- Prepare to present to board and sites

Desired Daily Experiences

Students:

- Kids want to feel like they ***belong*** regardless of the color of their skin
- Desire strong, meaningful ***connections*** with other students and staff
- Desire many ***choices and options*** for courses including “real life” classes and extracurricular activities
- Access to ***mental health supports*** and to feel ***safe*** at school
- Knows what is expected of them and knows they will be ***treated fairly*** if mistakes are made

Staff:

- Have time during the work day to ***collaborate***, prepare and grow professionally
- Have ***systems and resources*** to support students’ academic social-emotional and socio economic needs
- Resources are provided to support ***safety*** at school and within departments of all students and staff
- Class sizes that allow to reach the individual, social/emotional and academic needs through ***differentiation*** and building ***relationships***

Co-Created Belief Statement

We believe that middle school students build *community* and positive *relationships* through *exploration*, *choice*, and *student-centered learning*.

We will accomplish this through *educator teams* that are committed to supporting students' *academic*, *emotional*, and *social* development by providing an environment that is *welcoming*, *inclusive* and *affirming* for all.



[Image source](#)

AMLE Leadership Conference

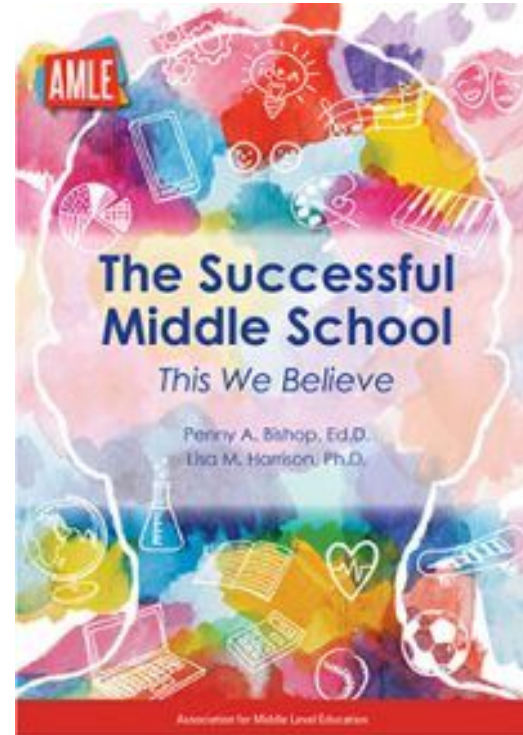
Key Takeaways

Cornerstones

- Advisement
- Teaming
- Exploratory
- Intervention/Enrichment

Young Adolescent Development

- Movement
- Sense of Belonging



Work Groups and Deliverables

Culture and Climate

- Focus: Climate and Communication
- Deliverables:
 - What is a Middle School Model
 - Family Engagement and Communication

Curriculum, Instruction, and Assessment

- Focus: Course Offerings
- Deliverables:
 - Exploratory vs. Elective Offerings
 - MN Arts Standards Implementation

Leadership and Organization

- Focus: Structures
- Deliverables:
 - Schedule



8822

4x4 A/B Option

Overview of Schedule by Grade

Block Schedule

70 min	Block 1	Advisory	Block 2	Block 3 / Intervention & Enrichment / Lunch		Block 4		
6th grade	8:45-9:55	10:00-10:20	10:25-11:35	11:40-12:10 (L)	12:15-12:45 (I&E)	12:50-2:00	2:05-3:15	
7th grade	8:45-9:55	10:00-10:20	10:25-11:35	11:40-12:10 (I&E)	12:15-12:45 (L)	12:50-2:00	2:05-3:15	
8th grade	8:45-9:55	10:00-10:20	10:25-11:35	11:40-12:50		12:55-1:25 (L)	1:30-2:00 (I&E)	2:05-3:15

4x4 A/B Example

Week 1

Monday	Tuesday	Wednesday	Thursday	Friday
"A" Day	"B" Day	"A" Day	"B" Day	"A" Day
Pds 1, 2, 3, 4	Pds 5, 6, 7, 8	Pds 1, 2, 3, 4	Pds 5, 6, 7, 8	Pds 1, 2, 3, 4

Week 2

Monday	Tuesday	Wednesday	Thursday	Friday
"B" Day	"A" Day	"B" Day	"A" Day	"B" Day
Pds 5, 6, 7, 8	Pds 1, 2, 3, 4	Pds 5, 6, 7, 8	Pds 1, 2, 3, 4	Pds 5, 6, 7, 8

2024-2025 Possible Middle School Course Offerings

Grade 6

1. English 6
2. Math 6
3. Earth Science
4. Minnesota Studies
5. Physical Education
6. Music
7. Visual Art 6
8. Business Ed (Computers)
9. ***New** Exploratory

Grade 7

1. English 7
2. Math 7
3. Life Science
4. U.S. Studies
5. Physical Education
6. ****Fine Arts Req. Option #1**
7. ****Fine Arts Req. Option #2**
8. FACS
9. Industrial Technology
10. ***New** Exploratory

Grade 8

1. English 8
2. Algebra 1 or Int. Algebra
3. Physical Science
4. Global Studies
5. Physical Education
6. Health & Wellness
7. ****Fine Arts Req. Option #1**
8. ****Fine Arts Req. Option #2**
9. ***Elective Options**

Exploratory and Elective Options

The Exploratory and Elective Options will be created by the Curriculum, Instruction, and Assessment subgroup. A student interest survey will be sent to all middle school students as part of the process to develop exploratory and elective offerings.

Time Comparison

Current Schedule

- Six 49 minute periods per day
 - 141 hours per year
- Some classes on A/B schedule
- 8 courses over a school year
- No formal advisory period
- WIN every day
- Seven 5-minute passing periods
- Electives offered in 8th grade
 - 71 hours per year

Proposed Model

- Four 70 minute periods per day (A/B)
 - 102 hours per year
- All classes on A/B schedule
- Up to 10 courses over a school year
- Pull advisory activities out of WIN time
- Interventions and Enrichment every day
- Six 5-minute passing periods
- Exploratory in 6th and 7th grade (TBD)
- Electives in 8th grade (TBD)
 - On a wheel for one Q
 - 51 hours per year

Impacts

- Provides time for building community and making connections within Advisory time
- Maintains PLC time for content area alignment
- Allows time for Interdisciplinary Teaming and planning for Interventions and Enrichments
- Exploratory and Elective teachers will have time for teaming

Block Scheduling Benefits:

- Time management- fewer class periods and disruptions during the day improves teacher's lesson quality.
- Allows alternate methods of teaching
- Promotes Cooperative learning
- Allows time for individualized teaching
- Less daily load for students

Disadvantages:

- Less total class time per course
- Requires revising curriculum pacing
- Absent student may miss more content

Cost Analysis

The 4x4 model will result in increase costs:

- Offering more classes to students and
- Hiring more teachers to deliver the additional programming for students
- Art standards requirements impact the number of required Art offerings

However, block scheduling is not implemented to be a cost savings but instead is implemented ***to create a more positive school climate and increase offerings.***

Realizing the benefits of blocks schedule is dependent on changes to teaching practices, adequate ***professional development*** to support teaching in a block schedule, and securing staff buy-in.

Next Steps

- Begin conversations with stakeholders
- Gather questions and feedback from stakeholders
- Student Input into course offerings

Family and community sharing opportunities

Plan for course changes for 2024-25 school year

COW Agenda Cover Sheet

Meeting Date: October 3, 2023

Topic: Supporting Every Student - Continuous Improvement Teams

Presenter(s): Dr. Tawnyea Lake and school principals

Attachment (yes or no): Yes [Presentation](#)

Brief Summary of Presentation or Topic (no more than a few sentences):

Dr. Tawnyea Lake will provide an update on one of our district's key initiatives - Continuous Improvement Teams (CITs). This update will include an overview of the initiative, a brief history of the initiative, as well as a status update. School board members will have an opportunity to meet our principals as well as have an opportunity to ask questions.

District Initiative Update: Continuous Improvement Teams (CITs)


Committee of the Whole - September 2023



MN Commitments to Equity



Ten Minnesota Commitments to Equity

- 
1. Prioritize equity.
 2. Start from within.
 3. Measure what matters.
 4. Go local.
 5. Follow the money.
 6. Start early.
 7. Monitor implementation of standards.
 8. Value people.
 9. Improve conditions for learning.
 10. Give students options.



Presentation Overview

Overview of the CIT Initiative

A Brief History and Status Update

Meet the Principals

Questions?

Resources



Overview of the Continuous Improvement Teams Initiative



CITs and the Continuous Improvement Process

Implementing a solid CIT framework in our schools was identified as a key strategy to help improve student achievement. The CIT initiative is one of the district's Action Cards.

The CIT initiative uses a continuous improvement process based on processes promoted by the Minnesota Department of Education.

It was adapted for the Duluth Public Schools working in partnership with the Regional Centers of Excellence.

Overview of the CIT Initiative: The What, Why, Who



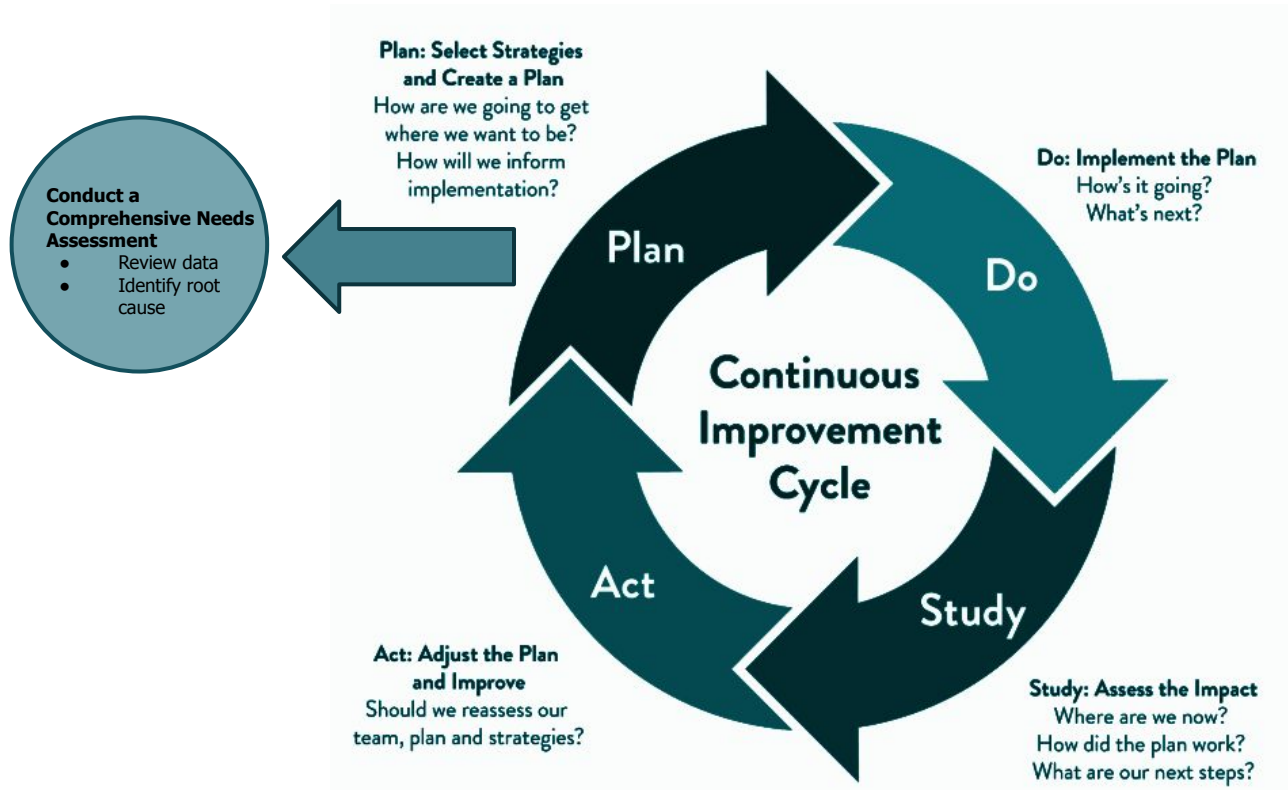
Continuous Improvement Process

- Encourages coherence and connections
- Shifts mindsets - growth is key
- Focuses on the “how” to do the work

Continuous Improvement Team (CIT)

- Provides leadership to guide each school’s continuous improvement work
- Represents a variety of perspectives

Overview of the CIT Initiative: The How



School Improvement Plan: The Tool

What is a SIP?

- A written plan to achieve the vision of the school
- It answers “How are we going to get to where we want to be?”
- Its primary purpose is to identify and implement the research-based strategies, practices, or programs that will address the root cause – strategies that the system can implement with the greatest likelihood of success

The Continuous Improvement Process: A Brief History and Status Update



CITs: Where We've Been

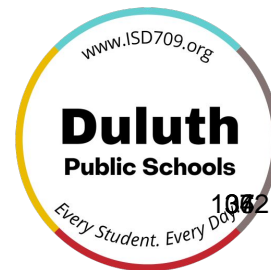
CITs are not new!

- Continuous Improvement Teams (CITs) were implemented in the Fall of 2016
- Teams received training and support through December 2018
- In January of 2018, the District experienced deep mid-year budget cuts and funding for initiative was rescinded
- From 2018-2021, schools continued with CITs as best they could without district guidance or support. This resulted in inconsistencies in practice across the district.

CITs: Where We've Been

In 2021-22, the district recommitted to CITs and prepared for a re-launch of the initiative

- Updated processes and procedures to align with Regional Center of Excellence (RCE) and MN Dept of Ed (MDE) expectations and timelines
- Developed tools and resources to support the initiative (ex: [Handbook](#))
- Assessed status of leadership teams using pre/post rubric
- Identified teams' needs based on the results of Leadership Rubric
- Proposed a roadmap for implementation



CITs: Where We've Been

In 2022-2023, the district re-launched CITs across the district

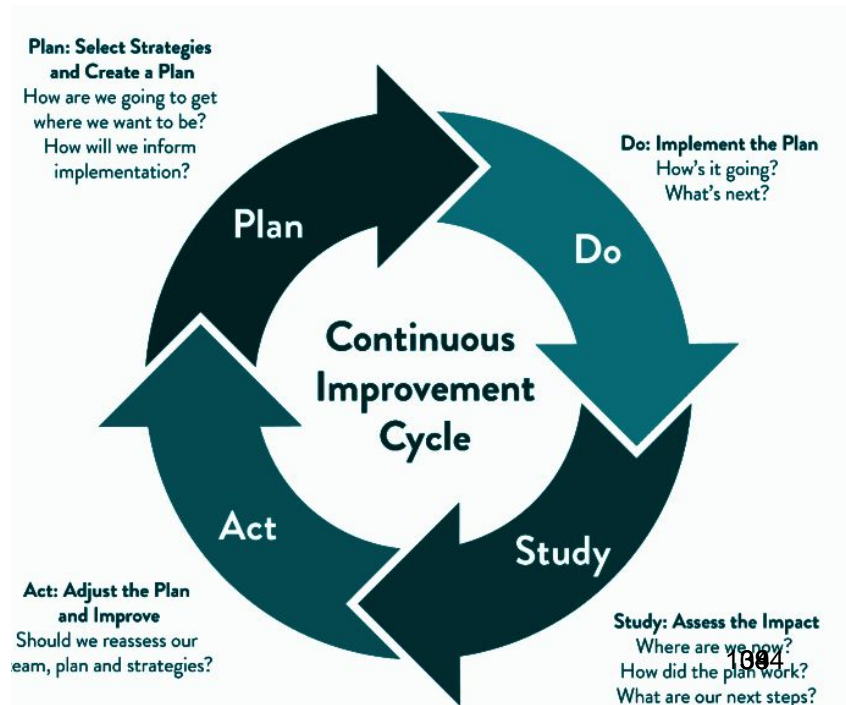
- Provided training and support using updated processes
- Monitored the use of updated processes
- Gathered feedback on training, processes, and support
- Made improvements based on feedback



Where Are We Now?

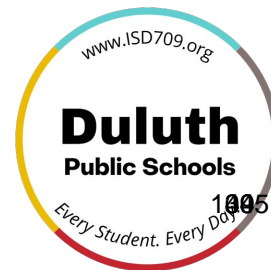
By the end of 2022-2023 (year 1), all schools:

- Formed a team to guide the work (CIT)
- Developed a schedule for the CIT to meet regularly
- Completed an initial Comprehensive Needs Assessment (CNA) and identified a Root Cause
- Set student outcome goals based on the data reviewed in their CNAs
- Identified a strategy or strategies to address the identified root cause
- Developed an action plan for implementing the strategies they selected



Where Are We Now?

Schools across the district vary in where they are in the process of implementing, monitoring, and evaluating the strategies that are included in their School Improvement Plans.



Where Are We Going?

Continue to support teams through initial implementation of the initiative, move towards full implementation or “standard practice”

- Continue to provide training and support using updated processes
- Continue to monitor the use of updated processes
- Continue to gather feedback on training, processes, and support
- Incorporate new resources from MDE into our practices
- Make improvements to the processes based on feedback



Meet the Principals



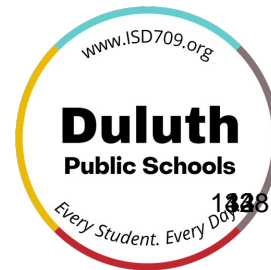
Meet the Principals

Introduce yourself (name and school)

1-2 things you are particularly proud of this related to your school's continuous improvement work

Optional: Something you want the SB to know about you, your CIT, or your school

1-2 minutes per principal - MAX



Questions?

Initiative Lead: Tawnyea Lake, PhD, NCSP

Director of Assessment and Evaluation

tawnyea.lake@isd709.org

218.336.8713 (or x1027)



Additional Information

For additional information on what each school is doing to improve student achievement, you may access their most recent school improvement plan on their school's website under "About Us" (after October 15).

[District SIPs At-A-Glance](#)

[School Improvement Goals and Progress Report](#)



COW Agenda Cover Sheet

Meeting Date: Oct 3, 2023

Topic: Plan to develop an Education Equity Framework

Presenter(s): Nate Smith (he/him), Coordinator - Office of Education Equity

Attachment (yes or no): Yes ([LINK HERE](#))

Brief Summary of Presentation or Topic (no more than a few sentences):

Presentation to share the background, current reality and plans for the development of an Education Equity Framework this year. We will be creating a team to develop identified initiatives as part of the Framework.

Duluth Public Schools

2023-2024

Educational Equity Framework Development Plan



Background / Current Reality

- In 2017, the previous Superintendent, asked the previous Coordinator of the Office of Education Equity, to assist in developing an Education Equity Framework for the Duluth Public Schools. The district began this process researching resources for a **definition of equity** along with various key questions for considering equity in decision-making processes from previous work already done with the Minnesota Department of Education (MDE).
- Stakeholder input was vital to the process of starting the development of an Educational Equity framework and the school board Resolution of Commitment for our district.
- The district used various methods for gathering input on the development and components of an Educational Equity Framework and Resolution of Commitment, including:
 - listening sessions with individuals and community organizations,
 - three Think Kids input sessions, community conversations, and
 - an online survey to receive input from staff and folks that were not able to attend the neighborhood input sessions.
 - Collaborated with the HiAP group in gathering input on the components of the framework and on the drafting of the overall proposed Framework. Intention was used to gather input from individuals and communities who identify as being diverse, or have/are living in poverty.
- The Definition of Equity, Ten Minnesota Commitments to Equity, and the Tool for Equity Accountability (TEA) Form are components of an Educational Equity Framework that the stakeholder team recommended the Duluth School Board adopt through a Resolution of Commitment.
- The school board adopted this resolution on June 19th, 2018 ([resolution linked here](#))

Background / Current Reality

- A District Leadership team was created to develop an Educational Equity Framework with an implementation plan, monitoring/accountability measures, TEA Form use, storage and review/monitoring system and timeline.
 - The team started drafting recommendations for proposed Focus Areas, professional development/training ideas and the development of a district/community committee titled, Equity Review Team.
 - A draft implementation and monitoring plan and timeline was started (never completed)
- November 2019, Equity Leadership Team dissolves
- Covid hits later that school year
- Transition of district leadership who oversaw development and initial drafting of an Educational Equity Framework happened, leading us to where we are now.
- The Office of Education Equity is supporting the districts Advancing Equity Strategic Direction and Action Card, which identifies the development on an Educational Equity Framework as a priority focus area this year.
- The Advancing Equity Action Card also lays out other priority focus areas and steps that we, as a district and school community can do, to advance equity.
- We have an identified need to create an Equity Leadership Task Force and Monitoring team made up of district staff and community members, which will work on and monitor Advancing Equity and the development of an Educational Equity Framework



Duluth Public School Resolution E-6-18-3555

Commitment for an Education Equity Framework

WHEREAS, education equity is the condition of justice, fairness, inclusion, and cultural responsiveness in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials;

WHEREAS, the pursuit of education equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, ethnicities, incomes, and other social conditions;

WHEREAS, eliminating those structural and institutional barriers to educational opportunity requires systemic change that allows for distribution of resources, information, and other support depending on the student's situation to ensure an equitable outcome;

NOW, THEREFORE, BE IT RESOLVED that the Duluth School Board does commit to implementation of the Duluth Public Schools Education Equity Framework, which includes a definition of Education Equity, the Minnesota Department of Education's Ten Minnesota Commitments to Equity and the Duluth Public Schools Tool for Equity Accountability (TEA) form;

BE IT FURTHER RESOLVED that the Duluth School Board hereby directs administration to develop a Duluth Public Schools Education Equity Framework implementation and accountability plan.



MN 10 Commitments to Equity

1. Prioritize equity: Set and communicate a vision and targets for high outcomes for all students.
2. Start from within: Focus on leadership, diversity and inclusiveness.
3. Measure what matters: Use relevant and meaningful data. Hold each other accountable for equity.
4. Go local: Engage and develop leaders at all levels. Empower community partners in continuous improvement work.
5. Follow the money: Allocate resources to learners who need them most.
6. Start early: Invest in families and learners early on.
7. Monitor equitable implementation of standards: Improve the quality of curriculum and instruction for all students.
8. Value people: Focus on teachers and leaders. Develop the people you have. Ensure equitable access to the best teachers.
9. Improve conditions for learning: Focus on school culture, climate and social-emotional development. Connect teaching to the experiences, assets and needs of students.
10. Give students options: Empower students with high-quality options to support every learner's success.





**Infrastructure for
Continuous
Improvement**



**Family and
Community
Engagement**



**Multi-Layered
Practices and
Support**



Assessment



**Data-Based
Decision
Making**



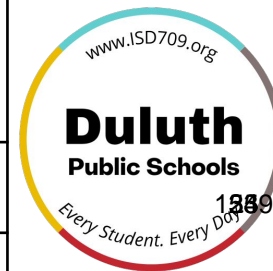
Next steps....

- Create an Education Equity Task Force & Monitoring Team following the 4 Stage Development Process
- This team will facilitate the development of an Education Equity Framework, to include:
 - The districts definition of Education Equity
 - Implementation, use and monitoring of the TEA Tool
 - District alignment to MN 10 Commitments to Equity
 - Development of a Diversity Policy
 - Recruitment and Retention plan
 - Affinity Group structure and guidelines
 - District support of EEAC, AIPAC and other district advisory teams
 - Consideration of existing policies, practices, and organizational culture to identify areas for improvement.
 - Develop and identify measurable goals, objectives and accountability measures to progress monitor implementation
 - Determine key milestones and timelines for implementing initiatives, and regularly review and adapt the plan as needed.



Equity Task Force & Monitoring Team - 4 Stage Development Process

	Stage 1	Stage 2
	Formation	Orientation
Who	District leaders and staff, principals and site leaders, families, and community members	Office of Education Equity
What	<p>Formation: Assemble a diverse group of individuals-district leadership, staff and community members who are passionate about equity and inclusion to form the Educational Equity Taskforce and Monitoring Team</p> <p>Recruit team members from various departments and levels within the organization and community to ensure diverse perspectives and representation.</p> <p>Seek individuals who possess knowledge, skills, and a genuine commitment to driving equity and dismantling systemic biases.</p>	<p>1. Roles and Responsibilities: define and communicate the roles and responsibilities of each equity team member.</p> <ul style="list-style-type: none"> -Clearly outline the purpose and objectives of the team. -Assign specific tasks and areas of focus to team members based on their expertise and interests. -Foster collaboration and shared accountability among team members. <p>2. Training and Education: Provide training and educational opportunities to enhance the team's understanding of equity-related concepts and issues.</p> <ul style="list-style-type: none"> -Organize workshops, seminars, and webinars on topics such as implicit bias, cultural competence, and inclusive leadership. -Encourage team members to engage in self-directed learning through reading materials, online courses, and attending relevant conferences or events.
When	Recruitment starting near the beginning of the 23-24 school year. Convene 1st meeting by November 1st, 2023	Through January 2024
How	Process linked here	Define roles and objectives at first meeting and continually identify, develop, facilitate and share training opportunities with members



Equity Task Force & Monitoring Team - 4 Stage Development Process

	Stage 3	Stage 4
	Orientation part 2	Implementation
Who	Office of Education Equity	Educational Equity Task Force and Monitoring Team
What	<p>Action Plan Development Create a detailed action plan and timeline that outlines specific initiatives and strategies to be implemented, including the development of an Educational Equity Framework, to include:</p> <ul style="list-style-type: none"> -Monitoring and use of the TEA Tool -District alignment to MN 10 Commitments to Equity -Development of a Diversity Policy -Recruitment and Retention plan -Affinity Group structure and guidelines -District support of EEAC, AIPAC and other district advisory teams -Consideration of existing policies, practices, and organizational culture to identify areas for improvement. -Develop and identify measurable goals, objectives and accountability measures to progress monitor implementation -Determine key milestones and timelines for implementing initiatives, and regularly review and adapt the plan as needed. 	<p>Collaboration and Communication: Establish effective and intentional channels of communication and collaboration within the team and across district organizational leadership teams (Cabinet, Cabinet +, Duluth Leadership Team, Teaching, Learning and Equity, Principal +, ect.)</p> <ul style="list-style-type: none"> -Foster open dialogue, active listening, and a safe space for team members to share ideas, concerns, and perspectives. -Regularly update the district and leadership teams on the process, progress, challenges and achievements of the team, ensuring transparency and accountability and an intentional communication loop. -Seek feedback and input from employees at all levels to ensure their voices are heard and considered in task force-related decisions.
When	By March 1st, 2024	Ongoing
How	Facilitated by the Office of Education Equity	Process developed and facilitated by the Educational Equity Task Force and Monitoring Team



Progress Measurement

- Regularly assess the Equity Taskforce and Monitoring team's progress against the action plan and timeline while monitoring the impact of initiatives on organizational culture, employee satisfaction, and inclusion metrics.
 - Conduct surveys, focus groups, and qualitative feedback sessions to gauge perceptions and identify areas for improvement.
- Review progress measurement data regularly

Vision at implementation

By setting clear goals, establishing an Educational Equity & Monitoring Team, and implementing robust monitoring mechanisms, we aspire to foster a workplace that values and celebrates diversity. Our commitment extends to effectively implementing and monitoring the use of the TEA tool, aligning our systems with MN's 10 Commitments to Equity, and creating an Educational Equity Framework. Through these initiatives, we aim to create an inclusive environment where everyone feels respected, empowered, and has equal opportunities to thrive.

Questions and reflections?



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

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
 - A. 206 Public Participation in School Board Meetings/Complaints About
Persons at School Board Meetings and Data Privacy Considerations 2
3. **POLICIES FOR SECOND READING**
 - A. 516 Student Medication (to replace 6180) 19
4. **REGULATIONS - Informational**
5. **OTHER**

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public **discussion input** as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.
- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.
- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.
- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
 - 1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 - 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 - 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 - 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:

1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PUBLIC COMMENT

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

VII. PROCEDURES

A. Agenda Items

- ~~1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.~~
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data

privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
9. Public comments will be taken on any issue at the board's regular monthly meeting. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

~~C. Open Forum~~

~~The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.~~

~~The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.~~

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (~~Open Meeting Law~~ Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (~~Student Dismissal Hearing~~ Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (~~Coaches; Opportunity to Respond~~ License and Degree Exemption for Head Coach, Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (~~Teacher Discharge Hearing~~ Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. ~~§ 626.556~~ Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
~~MSBA Service Manual, Chapter 13, School Law Bulletin "C" (Minnesota's Open Meeting Law)~~
~~MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)~~

First Reading: October 20, 2020
Second Reading: November 17, 2020
Adoption: December 15, 2020

206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public input as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage input by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free input by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money;

work location; work telephone number; badge number; work-related continuing education; honors and awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);
 4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PUBLIC COMMENT

The school board shall provide time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

VII. PROCEDURES

A. Agenda Items

1. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
2. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
3. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
4. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.
5. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
6. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
7. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.
8. Public comments will be taken on any issue at the boards regular monthly meeting. Public comment at other meetings will be limited to the issue(s) on the agenda for that meeting. Public comment may or may not be taken at meetings where there is no official action.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing)
Minn. Stat. § 122A.33, Subd. 3 (Coaches; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Teacher Discharge Hearing)

Minn. Stat. § 122A.44 (Contracting with Teachers)
Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. § 626.556 (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin “C” (Minnesota’s Open Meeting Law)
MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

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206 PUBLIC PARTICIPATION IN SCHOOL BOARD MEETINGS/COMPLAINTS ABOUT PERSONS AT SCHOOL BOARD MEETINGS AND DATA PRIVACY CONSIDERATIONS

I. PURPOSE

- A. The school board recognizes the value of participation by the public in deliberations and decisions on school district matters. At the same time, the school board recognizes the importance of conducting orderly and efficient proceedings, with opportunity for expression of all participants' respective views.
- B. The purpose of this policy is to provide procedures to assure open and orderly public discussion as well as to protect the due process and privacy rights of individuals under the law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school board is to encourage discussion by persons of subjects related to the management of the school district at school board meetings. The school board may adopt reasonable time, place, and manner restrictions on public expression in order to facilitate free discussion by all interested parties.
- B. The school board shall, as a matter of policy, protect the legal rights to privacy and due process of employees and students.

III. DEFINITIONS

- A. "Personnel data" means government data on individuals maintained because the individual is or was an employee or applicant for employment. For purposes of this policy, "employee" includes a volunteer or an independent contractor.
- B. Personnel data on current and former employees that is "public" includes:

Name; employee identification number, which must not be the employee's social security number; actual gross salary; salary range; terms and conditions of employment relationship; contract fees; actual gross pension; the value and nature of employer paid fringe benefits; the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary; bargaining unit; job title; job description; education and training background; previous work experience; date of first and last employment; the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action; the final disposition of any disciplinary action as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the public body; the complete terms of any agreement settling any dispute arising out of the employment relationship, including a buyout agreement as defined in Minn. Stat. § 123B.143, Subd. 2, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money; work location; work telephone number; badge number; work-related continuing education; honors and

awards received; and payroll time sheets or other comparable data that are only used to account for employee's work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

- C. Personnel data on current and former applicants for employment that is "public" includes:

Veteran status; relevant test scores; rank on eligible list; job history; education and training; and work availability. Names of applicants shall be private data except when certified as eligible for appointment to a vacancy or when applicants are considered by the appointing authority to be finalists for a position in public employment. For purposes of this subdivision, "finalist" means an individual who is selected to be interviewed by the appointing authority prior to selection.

- D. "Educational data" means data maintained by the school district which relates to a student.

- E. "Student" means an individual currently or formerly enrolled or registered in the school district, or applicants for enrollment, or individuals who receive shared time services.

- F. Data about applicants for appointments to a public body, including a school board, collected by the school district as a result of the applicant's application for appointment to the public body are private data on individuals, except that the following are public: name; city of residence, except where the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service; any data required to be provided or that is voluntarily provided in an application to a multimember agency pursuant to Minn. Stat. § 15.0597; and veteran status. Once an individual has been appointed to a public body, the following additional items of data are public: residential address; either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee; the first and last dates of service on the public body; the existence and status of any complaints or charges against an appointee; and, upon completion of an investigation of a complaint or charge against an appointee, the final investigative report unless access to the data would jeopardize an active investigation. Any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.

IV. RIGHTS TO PRIVACY

- A. School district employees have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing for teachers, pursuant to Minn. Stat. § 122A.40, Subd. 14 (Teachers Discharge Hearing);
 2. right to privacy of personnel data as provided by Minn. Stat. § 13.43 (Personnel Data);
 3. right to consideration by the school board of certain data treated as not public as provided in Minn. Stat. § 13D.05 (Not Public Data);

4. right to a private hearing for licensed or nonlicensed head varsity coaches to discuss reasons for nonrenewal of a coaching contract pursuant to Minn. Stat. § 122A.33, Subd. 3.
- B. School district students have a legal right to privacy related to matters which may come before the school board, including, but not limited to, the following:
1. right to a private hearing, Minn. Stat. § 121A.47, Subd. 5 (Student Dismissal Hearing);
 2. right to privacy of educational data, Minn. Stat. § 13.32 (Educational Data); 20 U.S.C. § 1232g (FERPA);
 3. right to privacy of complaints as provided by child abuse reporting and discrimination laws, Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors) and Minn. Stat. Ch. 363A (Minnesota Human Rights Act).

V. THE PUBLIC'S OPPORTUNITY TO BE HEARD

The school board will strive to give all persons an opportunity to be heard and to have complaints considered and evaluated, within the limits of the law and this policy and subject to reasonable time, place, and manner restrictions. Among the rights available to the public is the right to access public data as provided by Minn. Stat. § 13.43, Subd. 2 (Public Data).

VI. PROCEDURES

A. Agenda Items

1. Persons who wish to have a subject discussed at a public school board meeting are encouraged to notify the superintendent's office in advance of the school board meeting. The person should provide his or her name, the name of group represented (if any), and the subject to be covered or the issue to be addressed.
2. Persons who wish to address the school board on a particular subject should identify the subject and identify agenda item(s) to which their comments pertain.
3. The school board chair will recognize one speaker at a time and will rule out of order other speakers who are not recognized. Only those speakers recognized by the chair will be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.
4. The school board retains the discretion to limit discussion of any agenda item to a reasonable period of time as determined by the school board. If a group or organization wishes to address the school board on a topic, the school board reserves the right to require designation of one or more representatives or spokespersons to speak on behalf of the group or organization.
5. Matters proposed for placement on the agenda which may involve data privacy concerns, which may involve preliminary allegations, or which may be potentially libelous or slanderous in nature shall not be considered in public, but shall be processed as determined by the school board in accordance with governing law.

6. The school board chair shall promptly rule out of order any discussion by any person, including school board members, that would violate the provisions of state or federal law, this policy or the statutory rights of privacy of an individual.
7. Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.
8. Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary in order to provide an orderly, efficient, and fair opportunity for those present to be heard.

B. Complaints

1. Routine complaints about a teacher or other employee should first be directed to that teacher or employee or to the employee's immediate supervisor.
2. If the complaint is against an employee relating to child abuse, discrimination, racial, religious, or sexual harassment, or other activities involving an intimidating atmosphere, the complaint should be directed to the employee's supervisor or other official as designated in the school district policy governing that kind of complaint. In the absence of a designated person, the matter should be referred to the superintendent.
3. Unresolved complaints from Paragraph 1. of this section or problems concerning the school district should be directed to the superintendent's office.
4. Complaints which are unresolved at the superintendent's level may be brought before the school board by notifying the school board in writing.

C. Open Forum

The school board shall normally provide a specified period of time when persons may address the school board on any topic, subject to the limitations of this policy. The school board reserves the right to allocate a specific period of time for this purpose and limit time for speakers accordingly.

The school board may decide to hold certain types of public meetings where the public will not be invited to address the school board. Possible examples are work sessions and board retreats. The public will still be entitled to notice of these meetings and will be allowed to attend these meetings, but the public will not be allotted time during the meeting to address the board.

D. No Board Action at Same Meeting

Except as determined by the school board to be necessary or in an emergency, the school board will not take action at the same meeting on an item raised for the first time by the public.

VII. PENALTIES FOR VIOLATION OF DATA PRIVACY

- A. The school district is liable for damages, costs and attorneys' fees, and, in the event of a willful violation, punitive damages for violation of state data privacy laws. (Minn. Stat. § 13.08, Subd. 1)
- B. A person who willfully violates data privacy or whose conduct constitutes the knowing unauthorized acquisition of not public data is guilty of a misdemeanor. (Minn. Stat. § 13.09)
- C. In the case of an employee, willful violation of the Minnesota data practices law, Chapter 13, and any rules adopted thereunder, including any action subject to a criminal penalty, constitutes just cause for suspension without pay or dismissal. (Minn. Stat. § 13.09)

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.43 (Personnel Data)
Minn. Stat. § 13.601, Subd. 3 (Applicants for Appointment)
Minn. Stat. § 13D.05 (Meetings Having Data Classified as Public)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures; Closed or Open Meeting)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach; Notice of Nonrenewal; Opportunity to Respond)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination; Hearing Procedures)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts; Employees; Contracts for Services)
Minn. Stat. § 123B.143, Subd. 2 (Superintendents; Disclose Past Buyouts or Contract is Void)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
Minn. Op. Atty. Gen. 852 (July 14, 2006)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA School Law Bulletin "C" (Minnesota's Open Meeting Law)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

516 STUDENT MEDICATION

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.
- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the Authorization to Administer Medications form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to

administer the medication.

- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21).
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:
 1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
 2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
 4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
 5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or after the regular school day are not governed by this policy.

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

L. "Parent" for students 18 years old or older is the student.

M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced

prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

N. Procedure regarding unclaimed drugs or medications.

1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section § 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section § 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

Cross References: Policy 4035 (Drug Free Workplace)
Policy 4036 (Drug and Alcohol Testing)
Policy 4036R (Drug and Alcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)
First Reading: 09.19.2023
Second Reading:

Adopted: _____

MSBA/MASA Model Policy 516

Orig. 1995

Revised: _____

Rev. 2022

516 STUDENT MEDICATION

[Note: The necessary provisions for complying with Minnesota Statutes sections 121A.22, Administration of Drugs and Medicine, 121A.221, Possession and Use of Asthma Inhalers by Asthmatic Students, and 121A.222, Possession and Use of Nonprescription Pain Relievers by Secondary Students are included in this policy. The statutes do not regulate administration of drugs and medicine for students age 18 and over or other nonprescription medications. Please note that §121A.22 does not require school districts to apply the administration of medication rule to drugs or medicine used off school grounds, drugs or medicines used in connection with athletics or extra-curricular activities, and drugs and medicines that are used in connection with activities that occur before or after the regular school day.]

I. PURPOSE

The purpose of this policy is to set forth the provisions that must be followed when administering non emergency prescription medication to students at school.

II. GENERAL STATEMENT OF POLICY

The school district acknowledges that some students may require prescribed drugs or medication during the school day. Any reference to prescription or prescribed medication or drugs in this policy includes over the counter (OTC) medication, with the exception of non prescription pain medication possession for secondary students (see section K, number 7 for requirement). The school district's licensed school nurse, trained health ~~clerk~~ assistant, principal, or teacher will administer prescribed medications, except any form of medical cannabis, in accordance with law and school district procedures.

III. REQUIREMENTS

- A. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An oral request must be reduced to writing within two school days, provided that the school district may rely on an oral request until a written request is received.
- B. An ~~"Administering Prescription Medications"~~ "Authorization to Administer Medication" form must be completed annually (once per school year) and/or when a change in the prescription or requirements for administration occurs. Prescription medication as used in this policy does not include any form of medical cannabis as defined in Minnesota Statutes section 152.22, Subd. 6.
- C. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label. Over

the counter medications must be in a properly labeled container and have the manufacturer's recommendations clearly written.

- D. The school nurse may request to receive further information about the prescription, if needed, prior to administration of the substance.
- E. Prescription medications are not to be carried by the student, but will be left with the appropriate school district personnel. Exceptions to this requirement are: prescription asthma medications self-administered with an inhaler (See Part J.5. below), and medications administered as noted in a written agreement between the school district and the parent or as specified in an IEP (individualized education program), Section 504 plan, or IHP (individual health plan).
- F. The school must be notified immediately by the parent or student 18 years old or older ~~in writing~~ of any change in the student's prescription medication administration. A new medical authorization or container label with new pharmacy instructions shall be required immediately as well.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.
- H. The school nurse, or other designated person, shall be responsible for the filing of the **Authorization to Administer Medications** ~~Administering Prescription Medications~~ form in the health records section of the student file. The school nurse, or other designated person, shall be responsible for providing a copy of such form to the principal and to other personnel designated to administer the medication.
- I. Procedures for administration of drugs and medicine at school and school activities shall be developed in consultation with a school nurse, a licensed school nurse, or a public or private health organization or other appropriate party (if appropriately contracted by the school district under Minnesota Statutes section 121A.21). ~~The school district administration shall submit these procedures and any additional guidelines and procedures necessary to implement this policy to the school board for approval. Upon approval by the school board, such guidelines and procedures shall be an addendum to this policy~~
- J. If the administration of a drug or medication described in this section requires the school district to store the drug or medication, the parent or legal guardian must inform the school if the drug or medication is a controlled substance. For a drug or medication that is not a controlled substance, the request must include a provision designating the school district as an authorized entity to transport the drug or medication for the purpose of destruction if any unused drug or medication remains in the possession of school personnel. For a drug or medication that is a controlled substance, the request must specify that the parent or legal guardian is required to retrieve the drug or controlled substance when requested by the school.
- K. Specific Exceptions:

1. Special health treatments and health functions such as catheterization, tracheostomy suctioning, and gastrostomy feedings do not constitute administration of drugs and medicine;
2. Emergency health procedures, including emergency administration of drugs and medicine are not subject to this policy;
3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy;
4. Drugs or medicines used at school in connection with services for which a minor may give effective consent are not governed by this policy;
5. Drugs or medicines that are prescription asthma or reactive airway disease medications can be self-administered by a student with an asthma inhaler if:
 - a. the school district has received a written authorization from the pupil's parent permitting the student to self-administer the medication;
 - b. the inhaler is properly labeled for that student; and
 - c. the parent has not requested school personnel to administer the medication to the student.

The parent must submit written authorization for the student to self-administer the medication each school year. In a school that does not have a school nurse or school nursing services, the student's parent or guardian must submit written verification from the prescribing professional which documents that an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting has been completed.

If the school district employs a school nurse or provides school nursing services under another arrangement, the school nurse or other appropriate party must assess the student's knowledge and skills to safely possess and use an asthma inhaler in a school setting and enter into the student's school health record a plan to implement safe possession and use of asthma inhalers;

6. Medications:
 - a. that are used off school grounds;
 - b. that are used in connection with athletics or extracurricular activities; or
 - c. that are used in connection with activities that occur before or

after the regular school day are not governed by this policy.

[Note: The provisions of paragraph 6 are optional and the school board may choose to include or exclude any of the provisions specified.]

7. Nonprescription Medication. A secondary student may possess and use nonprescription pain relief in a manner consistent with the labeling, if the school district has received written authorization from the student's parent or guardian permitting the student to self-administer the medication. The parent or guardian must submit written authorization for the student to self-administer the medication each school year. The school district may revoke a student's privilege to possess and use nonprescription pain relievers if the school district determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients. Except as stated in this paragraph, only prescription medications are governed by this policy.

[Note: School districts should consult with licensed medical and nursing personnel to address whether nonprescription medications will be allowed at elementary schools and whether and under what conditions school personnel will participate in storing or administering nonprescription medications.]

8. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, school staff, including those responsible for student health care, and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed epinephrine auto-injectors that enables the student to:
 - a. possess epinephrine auto-injectors; or
 - b. if the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to epinephrine auto-injectors in close proximity to the student at all times during the instructional day.

The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering epinephrine auto-injectors when required, consistent with state law. This health plan may be included in a student's § 504 plan.

9. A student may possess and apply a topical sunscreen product during the school day while on school property or at a school-sponsored event without a prescription, physician's note, or other documentation from a licensed health care professional. School personnel are not required to provide sunscreen or assist students in applying sunscreen.

- L. "Parent" for students 18 years old or older is the student.
- M. Districts and schools may obtain and possess epinephrine auto-injectors to be maintained and administered by school personnel to a student or other individual if, in good faith, it is determined that person is experiencing anaphylaxis regardless of whether the student or other individual has a prescription for an epinephrine auto-injector. The administration of an epinephrine auto-injector in accordance with this section is not the practice of medicine.

A district or school may enter into arrangements with manufacturers of epinephrine auto-injectors to obtain epinephrine auto-injectors at fair-market, free, or reduced prices. A third party, other than a manufacturer or supplier, may pay for a school's supply of epinephrine auto-injectors.

- N. Procedure regarding unclaimed drugs or medications.
 1. The school district has adopted the following procedure for the collection and transport of any unclaimed or abandoned prescription drugs or medications remaining in the possession of school personnel in accordance with this policy. Before the transportation of any prescription drug or medication under this policy, the school district shall make a reasonable attempt to return the unused prescription drug or medication to the student's parent or legal guardian. Transportation of unclaimed or unused prescription drugs or medications will occur at least annually, but may occur more frequently at the discretion of the school district.
 2. If the unclaimed or abandoned prescription drug is not a controlled substance as defined under Minnesota Statutes section§ 152.01, subdivision 4, or is an over-the-counter medication, the school district will either designate an individual who shall be responsible for transporting the drug or medication to a designated drop-off box or collection site or request that a law enforcement agency transport the drug or medication to a drop-off box or collection site on behalf of the school district.
 3. If the unclaimed or abandoned prescription drug is a controlled substance as defined in Minnesota Statutes section§ 152.01, subdivision 4, the school district or school personnel is prohibited from transporting the prescription drug to a drop-off box or collection site for prescription drugs identified under this paragraph. The school district must request that a law enforcement agency transport the prescription drug or medication to a collection bin that complies with Drug Enforcement Agency regulations, or if a site is not available, under the agency's procedure for transporting drugs.

Legal References: Minn. Stat. § 13.32 (Student Health Data)
Minn. Stat. § 121A.21 (Hiring of Health Personnel)
Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)
Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock

Supply of Epinephrine Auto-Injectors)
Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)
Minn. Stat. § 121A.222 (Possession and Use of Nonprescription Pain Relievers by Secondary Students)
Minn. Stat. § 121A.223 (Possession and Use of Sunscreen)
Minn. Stat. § 151.212 (Label of Prescription Drug Containers)
Minn. Stat. § 152.01 (Definitions)
Minn. Stat. § 152.22 (Medical Cannabis; Definitions)
Minn. Stat. § 152.23 (Medical Cannabis; Limitations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
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Cross References: Policy 4035 (Drug Free Workplace)
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Policy 4036R (Drug and Alcohol Testing Regulations)

Replacing: Policy 6180 (Medication Administration in School)
Policy 6180R (Procedures of Administration of Medication During the School Day)

~~6180 MEDICATION ADMINISTRATION IN SCHOOL~~

~~It is not the responsibility of the school or its employees to prescribe medications or home remedies. Medications should be administered at home under the supervision of the parent/guardian when possible. However, the school district acknowledges that some students may require administration of medication during the regular school day. The school district's Licensed School Nurse or designee will administer medications in accordance with Minnesota State Statues.~~

~~1. Medication must be provided by the parent/guardian. Prescribed medication must be stored in a pharmacy labeled container with accurate label instructions. Nonprescription medication must be in a properly labeled container and have manufacturer's recommendations clearly available.~~

~~2. A written request from the parent/guardian giving permission to administer medication must be received in writing within two (2) days of an oral request.~~

~~3. Administration of medication must be done according written medical order of the student's licensed health care provider. Prescription asthma or reactive airway disease medications and nonprescription pain relief medications for secondary students may be administered following Minnesota Statues and school district procedures.~~

~~4. Permission for the Licensed School Nurse to contact the prescribing medical provider must be obtained before ISD 709 accepts any medical order.~~

~~5. The administration of subcutaneous, intramuscular, intravenous, or rectal medications will be performed by the Licensed School Nurse, Registered Professional Nurse or Licensed Practical Nurse under the direction of the Licensed School Nurse. (A trained designee may administer auto-injectables.)~~

~~6. Medications must be administered following written procedures of the School District. (see 6180R)~~

~~Reference: MS 121A.22~~

~~Adopted: 11-14-1989 ISD 709~~

~~Revised: 06-20-1995~~

~~03-16-1999~~

~~10-19-2004~~

~~09-19-2006 ISD 709~~

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 10, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	5
3) Facilities Department Report	6
4) Technology Department Report	7
5) Transportation Department Report	8
3. <u>Recommended Resolutions</u>	
A. B-10-23-3988 - Acceptance of Donations to Duluth Public Schools	9
B. B-10-23-3989 - Acceptance of Grant Awards to Duluth Public Schools	11
4. <u>Consent Agenda</u>	
A. HR Staffing Report	13
1) Job Description for Second Shift Floater Custodian	15
2) Job Description for HR Specialist	18
B. Finances	
1) Financial Report	23
2) Hourly-Substitute Pay Rate Wage Increase FY24 - Attachment Pending	
3) Fundraisers	24
C. Bids, RFPs, and Quotes	
1) RFP #315 - Architectural Services for DNT Building - Attachment Pending	25
2) RFP #316 - Engineering Services for DNT Building - Attachment Pending	26
3) QUOTE #4387 - Laserfiche Archive Scan	27
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	29
B. No Cost Contracts	97
C. Revenue Contracts	122
D. Booster Club Guideline Brochure Rev. 10/04/23	126
E. Grant Applications	128

Human Resources Report Summary October 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	8	44
# Retirements	1	2
# Resignations	2	5
# Leave of Absences	9	2

HR Department Updates:

In September, the HR team has been busy verifying staff assignments, licensure and processing additional staffing requests. Staffing and Budget meetings started on September 29 with Principals. To date we have completed meetings with Denfeld, East, Lincoln Park and Ordean East.

HR staff have been gearing up to review and process certified staffing lane changes. Certified staff have until October 15 to submit their requests and we have already received almost 40 requests already.

The HR department is in the process of finalizing a laserfiche project in the coming weeks. The project will allow us to have all personnel data stored electronically and provide automatic records retention practices.

Benefits Updates:

The Benefits Department is beginning to visit schools and sites to open Q&A sessions. The first will occur at Laura MacArthur on October 4th. TRA will be at the District Services Center on October 19th for a Retirement Planning session for the teachers who are looking to retire soon. The Benefits Department is preparing for Open Enrollment, which will occur in the first two weeks of November.

The team is also currently reviewing our dental benefits and rates in consideration of providing improved benefits for District employees.

Hiring Updates:

As of Friday, October 6, all regular certified staff positions are filled. We have one long-term substitute opening for an MTSS Coordinator position. We posted and filled 243 openings for this school year, with almost 100 of those positions filled with external applicants.

Current Openings:

Certified:

- Teachers, Elementary (1)
- Teachers, Special Education (2)

Non-Certified:

- | | |
|-------------------------------------|--|
| Administrative/Management (3) | Transportation (8) |
| Child Nutrition (8) | <i>Bus Helper (5)</i> |
| Clerical (3) | <i>School Bus Driver II (3)</i> |
| Integration Specialist (1) | |
| Maintenance (10) | |
| <i>Electrician (1)</i> | Paraprofessionals (14) |
| <i>Engineer II (2)</i> | <i>Early Childhood SpEd Paraprofessional (1)</i> |
| <i>Second Shift Engineer I (4)</i> | <i>Licensed Sign Language Interpreter (2)</i> |
| <i>Second Shift Engineer II (1)</i> | <i>Sign Language Facilitator (1)</i> |
| | <i>Sp. Ed. Building Wide Paraprofessional (3)</i> |
| Playground/Cafeteria Monitor (7) | <i>Sp. Ed. Program Paraprofessional (6)</i> |
| Technology (1) | <i>Sp. Ed. Student Specific Set III Paraprofessional (3)</i> |

Contract Negotiations:

One contract may be sent for Board approval later this month: Executive Employees Association will vote next week on a tentative agreement. We are still active in negotiations with the Education Directors Association, and Principals and have been working with the Duluth Federation of Teachers on topics of interest. We have two meetings scheduled with the Integration Specialists Unit at the end of October, and are still awaiting meeting dates for the Clerical Unit. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	471.00	390.00	81.00	66.00	65.00	83.00	90.00	86.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	435.00	368.00	67.00	74.00	74.00	74.00	77.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	246.00	212.00	34.00	42.00	46.00	48.00	40.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	527.33	446.33	81.00	104.00	77.00	83.00	85.33	97.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	305.00	253.00	52.00	51.00	52.00	49.00	56.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	342.00	285.00	57.00	66.00	64.00	53.00	48.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	290.00	240.00	50.00	43.00	55.00	44.00	47.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	320.66	271.66	49.00	47.00	59.00	59.00	53.00	53.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	397.00	317.00	80.00	73.00	61.00	67.00	54.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	225.00	184.00	41.00	40.00	33.00	40.00	37.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	627.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.10	180.30	202.00	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1094.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.00	342.15	380.50	0.00	0.00	0.00	0.00	
AE Online 650	124.68	0	443 Students 39 Open Enrolled, 34 FT Residents, 370 PT Residents, average enrollment 0.28 or less than 2 classes						0.00	0.00	0.00	0.15	8.85	25.35	45.75	44.58
Denfeld 215	951.20	0							0.00	0.00	0.00	0.00	248.05	274.80	204.35	224.00
East 220	1484.18	0							0.00	0.00	0.00	0.00	381.28	375.95	358.45	368.50
Merritt Creek Academy 81	82.62	30.33	5.00	6.00	4.00	4.00	8.00	8.33	8.00	8.00	9.45	6.00	10.00	4.84	1.00	
ALC 611	82.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.70	33.00	42.85	
Chester Creek Academy 575	32.00	18.00	0.00	1.00	2.00	5.00	6.00	4.00	3.00	5.00	1.00	2.00	2.00	0.00	1.00	
Rock Ridge Academy 580	51.00	16.00	1.00	5.00	2.00	3.00	0.00	6.00	4.00	6.00	4.00	5.00	9.00	6.00	0.00	
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	3.00	3.00	6.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	14.00	3.00	0.00	0.00	1.00	1.00	1.00	0.00	2.00	1.00	2.00	3.00	3.00	0.00	0.00	
The Bridge 950	17.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.85	
Total:	8136.37	3034.32	598.00	618.00	595.00	613.00	602.33	605.99	634.10	542.45	600.10	656.18	710.05	655.39	705.78	

Facilities Management & Capital Project Status Report

October 2nd, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 370 work orders and are currently working on 295 open work orders. Due to the start of classes and the move the number of open work orders is still slightly higher than average.

Capital Construction

- Congdon Park soccer field's new gated entrance was completed September 15th.
- Move in with network connectivity completed at new lease space at the Arvig building.
- GMAX testing completed at Ordean East Middle school turf field.

- Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is still ongoing, Re-painting of the track as final point of discussion.
- Closing date on the sale of the old transportation building is set for October 6th
- Tentative closing date for the purchase of the Duluth News Tribune building October 20th.
- The District has completed its lease at UnitedHealth Group and Titanium Partners as of September 30th.
- Operational and Licensing walk-through with the Fire Department ongoing through the schools. Piedmont, Laura MacArthur and Denfeld completed. East is scheduled for Oct. 24th.

- Construction Tasks “On The Hill”

- Interior work is still ongoing at the DSC, Facilities and Transportation Buildings. Punch list items are being addressed with ICS and associated contractors.
- Continuing with the site work landscaping, blacktopping, and Stormwater catch basins installation and finalization.







Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill 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 Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.







Technology Department - September 2023 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.5M Emails Messages Accepted/Delivered. Last month was 737K 
 - 137K Rejected. Last month was 35K 
 - 50K Spam folders. Last month was 41K 
 - 9.5K were identified as Phishing. Last month was 1.2K 
 - 42 were identified having suspicious attachments. Last month was 32 
 - 14.2K were identified as Spoofing. Last month was 7.2K 
 - 0 emails were identified as Malware




- Account Information

- 10,760 Active Accounts. Last month was 8,408 
- 25.91TB of storage. Last month was 28.61TB 
- 473.8K Files shared externally. Last month was 408.6K 
- 595 Suspicious login attempts. Last month was 383 
- 5.1K Failed user login attempts. Last month was 2.8K 
- 63 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 40 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 1,481 New Technology Support Tickets Created. Last month was 1,003 
- 1,539 Tickets were resolved. Last month was 767 
- 385 Tickets remain unresolved. Last month was 442 

- **Remaining Summer Project Status**

- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - **95% DONE**
- District-Wide: \$2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - **99% DONE**
- Lester Park [LÜ ÜNO Play](#) system. **DONE**.

- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**

- [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
- 212.846kg is our August 2023 Carbon Footprint. Last month was 133.837kg 
- 1.27916 t is our May 2023 - August 2023 Carbon Footprint.

Transportation Report September 2023 Activities

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

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working fully in the new software now and fixing issues with routes as we encounter them.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short some drivers and a helper, our new drivers are close to finishing their training.
- Joe Killian, Transportation Supervisor, has been managing staff and their concerns as well as learning routing and still driving a route to fill in daily.
- The staff have been working hard to fill in when others are out but there's just not enough employees yet to cover everything.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are giving the two borrowed buses back to Voyageur now as we are back to having a couple of working spare buses.
- We finally received our garage door openers and assigned spots for the buses so they should be indoors whenever they are not in use.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 97,858 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
Denfeld HS	Proctor Federal Credit Union	In-kind		Backpack full of school supplies
Denfeld HS	Marion Pascone	\$250.00	Girls Tennis	
Denfeld HS	Laurie Swenson	\$2,500.00		
Denfeld HS	Grace Place (October Allen)	\$300.00		
Denfeld HS	Players Sports Bar	\$2,000.00		
Lakewood ES	Lutheran Church-Good Shepherd	In-kind		Snacks for children that do not have any
Laura MacArthur ES	DRCC	In-kind	Laura MacArthur Students	One Client donated many color books/journals/hair accessories for students - this helped them purge their belongings according to their staff at DRCC
Laura MacArthur ES	Western Bank	In-kind	Laura MacArthur Students	During Spirit Valley Days they collected school supplies and donated to our school
Piedmont ES	Bethany Community Church	In-kind		A large box of assorted School Supplies
Piedmont ES	Christ Lutheran Church	In-kind		Coffee, donuts, muffins, cookies and pens for all staff
Piedmont ES	Bella Rose Bridal	In-kind		School Supplies
Piedmont ES	Lutheran Church - Good Shepherd	In-kind	For Student Use	Large bin of snack items.
Piedmont ES	Salem Lutheran Church	In-kind		20 boxes of healthy snacks

Stowe ES	Michael Letica	In-kind		Backpacks with supplies
Stowe ES	Bethany Community Church	In-kind		Misc. school supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	\$5,500.00	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	\$4,300.00	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching

				<p>prep time at \$20 an hour: \$1200 per year Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year</p> <ul style="list-style-type: none"> • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session <p>Materials and Supplies: \$400 per year Grant Total: \$4300</p>
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HUMAN RESOURCES ACTION ITEMS FOR: October 17, 2023

CERTIFIED LEAVE	POSITION	EFFECTIVE DATES	
DEMARS, JESSICA	SPED RESOURCE TEACHER/DENFELD	9/29/23-1/8/24	
ERICKSON, JULI A	SPED SPEECH LANG TEACHER/DENFELD	9/29/23-TBD	
LAKE, TAWNYEA	DIRECTOR OF ASSESMENT & EVAL/DSC	ONGOING INTERMITTENT LEAVE	
MICALICEK, KEVIN	PHYSICS/AEROSPACE TEACHER/DENFELD	9/22/23-10/9/23 INTERMITTENT AFTER	
MOENCH, KATIE	SPED PHYSICAL THERAPY TEACHER/DW	2/13/24-3/26/24	
NETLAND, LINDSAY	PRE-K TEACHER/DW	8/23/23-10/2/23	
WILLSON, RACHEL	GRADE 1 TEACHER/HOMECROFT	1/23/24-3/5/24	
ZIEGLER, CHRISTINE	SCHOOL SOCIAL WORKER/LAURA MAC	10/3/23-10/13/23 INTERMITTENT AFTER	
CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES	
DANIELSON, CHLOE K	SPED SOCIAL WORKER/STOWE, (BA) IV 2 1.0,	09/18/2023	
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK, (BA)III 7 1.0,	09/06/2023	
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE, (PHD) V 9 1.0, ARNESON D. RESIGNED	09/14/2023	
KAELBERER, JAY A	VISUAL ARTS TEACHER/ARROWHEAD ACADEMY, (MA+30) IV 9 0.6, BRENNING S. DISPLACED	09/11/2023	
RICHARDSON, JOHN P	LTS GRADE 1/LAURA MACARTHUR, (MA) IV 2 1.0, SHEVICH M. MEDICAL LEAVE	09/11/2023	
SCHUETZ, ELIZABETH L	LTS ELEMENTARY ART/LESTER PARK, (BA) IV 2 1.0, KERKHOF L. CHILD CARE LEAVE	09/06/2023	
WAGNER, GAVIN J	FLOATING SUBSTITUTE TEACHER/DENFELD, (BA) III 2 1.0,	09/25/2023	
WEISZ, JORDIN J	SPED RESOURCE TEACHER/LAURA MACARTHUR, (BA)III 1 1.0, NORTHUP M. RESIGNED	09/06/2023	
CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES	
LARSON, LISA M	YOUTH IN TRANSITION COORD/DSC	09/22/2023	
STARHA, KRISTENE A	GRADE 3 TEACHER/PIEDMONT ES	09/28/2023	
CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES	
PELTO, LINDA R	GRADE 4 TEACHER/LAURA MAC	01/01/2024	
CERTIFIED PRESUMED RESIGNED	POSITION	EFFECTIVE DATES	
LARSEN DARKER, SHEILA M	MATH TEACHER/DENFELD	09/20/2023	
CERTIFIED TEMPORARY INCREASE	POSITION	EFFECTIVE DATES	
JACKSON, TANYA L	STUDENT GOVERNMENT/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2023
LAMPI, BARRY E	AUTOMOTIVE/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
CERTIFIED TEMPORARY DECREASE	POSITION	EFFECTIVE DATES	
GORDON, MADISON M	SPED ED RESOURCE/LINCOLN PARK, 1.0 TO .7, VOLUNTARY	08/29/2023	12/08/2023
NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANDERSON, KEVIN B, II	SUPERVISORY PARAPROFESSIONAL/LAURA MACARTHUR, 19/38WKS, \$18.16/HR, FALLEISEK M. TRANSFERRED	08/29/2023	
BELDEN, BENJAMIN T	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR,	09/06/2023	
BLACK, NEIL J	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, \$19.83/HR, LEISCHKE L. TRANSFER	10/09/2023	
BRANDT, WANDA E	SPED PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.12/HR, HARVEY M. RESIGNED	09/28/2023	
BUGG, ANTHONY T D	AMERICAN INDIAN HOME SCHOOL LIAISON PARA/DISTRICT WIDE, 40/38WKS, \$20.65/HR, HORTON A. TRANSFER	10/02/2023	
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT, 31.25/38WKS, \$20.99/HR,	10/02/2023	
CARTER, WILLIAM D	SUPERVISORY PARA/EAST, 33.75/38WKS, \$17.99/HR, DAVIDSON L. TRANSFERRED	09/05/2023	
COLLARD, JOLENE N	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, \$17.77/HR, PACK T. TRANSFER	10/02/2023	
CONE, ALISON A	SPED BUILDING WIDE PARAPROFESSIONAL/LOWELL, 31.25/38WKS, \$20.15/HR, HUVEK P.	10/02/2023	
DALE, LORI J	MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR.	09/05/2023	
DAVIS, JESSICA R	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR,	10/02/2023	
EIDER, KRISTOPHER J	MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR.	09/05/2023	
EVANS, ROSE Y	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, \$19.12/HR.	09/11/2023	
FREBERG, ALYSON T	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.17/HR, DAWSON-HUMES A. RETIRED	09/25/2023	
GAULT, JADEN D	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$20.05/HR, JONES S. TRANSFER	09/25/2023	
GOODSKY, TEAGUE E	CULTURAL IMMERSION PARAPROFESSIONAL/LOWELL, 40/38WKS, \$20.05/HR.	09/11/2023	
GRADINE, JEFF S	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR	09/11/2023	
HORN, JEANNE M	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR.	09/27/2023	
KALAMARIS, KRISTIN M	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$19.47/HR,	10/02/2023	
KINNEAR, MITCHELL L	SECOND SHIFT ENGINEER II/DENFELD, 40/52WKS, \$21.63/HR, GLESNER R. REPLACED	09/25/2023	
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK ACADEMY, 40/38WKS, \$19.77/HR.	09/11/2023	
MADOLE, ROBYN M	SPED BW PARAPROFESSIONAL/LESTER PARK, 31.25/38WKS, \$20.12/HR, GARVEY S. RESIGNED	09/18/2023	
MARUSKA, BRITTANY M	EXECUTIVE ASSISTANT FINANCE/DSC. 40/52WKS, \$22.03/HR, PETERSON T. TRANSFERRED	09/25/2023	
MONROE, SHALON D	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST/DISTRICT WIDE, \$1,070/WEEK	10/02/2023	
MORGENSTERN, KYLA A	HOURLY MONITOR/MYERS-WILKINS, 10/38WKS, \$13.50/HR.	09/11/2023	
PAULSON, LINDSEY A	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, \$13.22/HR	09/27/2023	
REUTER, ELIZA R	OFFICE SUPPORT SPECIALIST SENIOR/ROCKRIDGE, 40/43 WKS, \$19.83/HR, FRIDSMA, I. RETIRED	09/13/2023	
RIBAR, KYLE D	SUPERVISORY PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$16.81/HR.	09/05/2023	
RICKERT, LEWIS J	HOURLY MONITOR/CONGDON, 12.5/38WKS, \$13.50/HR	09/14/2023	

RITCHIE, DAKOTA G	CUSTODIAN/EAST, 40/52WKS, \$17.52/HR.	10/03/2023
ROBILLARD, GEORGIA L	SPED JOB COACH PARAPROFESSIONAL/DENFELD, 24/38WKS, \$20.12/HR,	09/11/2023
ROSA, APINYADA N	HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$13.50/HR.	09/05/2023
ROTONDO, ERIC C	SPED PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$17.77/HR, SZUKIS K. RESIGNED	09/11/2023
SAMUELSON, WES A	BUS HELPER/DISTRICT WIDE, 25/38WKS, \$15.40/HR, ZANTEK W. RESIGNED	10/02/2023
SANGSTER, SANDRA M	PRESCHOOL PARA/LOWELL, 39/38WKS, \$20.15/HR, WINKLESKY D. RESIGNED	10/02/2023
SAUER, DARBY E	SPED PARAPROFESSIONAL/EAST, 32.5/38WKS, \$18.74/HR, DELUCA J. RESIGNED	09/18/2023
SCHNEIDER, VICTORIA A	CHECK AND CONNECT PARA/EAST, 36/38WKS, \$25.02/HR, OSUCHKWU C.	09/18/2023
SHORTER, SOFIA R	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$18.74/HR.	10/02/2023
SMIEJA, ELIZABETH I	HOURLY MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR	09/22/2023
SMITH, KATHLEEN M	SPED BW PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$18.89/HR, SIEMSEN M. RESIGNED	10/03/2023
SWARD, LISA R	NUTRITIONAL SERVICE ASSISTANT/EAST, 30/38WKS, \$13.22/HR.	09/11/2023
THEIS, RACHELLE H	SPED PARAPROFESSIONAL/DISTRICT WIDE, 7/38WKS, \$17.77/HR.	09/11/2023
VUKELICH-DIXON, KELLY J	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$13.22/HR	08/30/2023
WICKNER, KAREN L	BUS DRIVER II/DISTRICT WIDE, 25/38WKS, \$21.08/HR	10/02/2023
WITHERSPOON, STEPHAN P	HOURLY MONITOR/MYERS-WILKINS, 12.8/38WKS, \$13.50/HR.	09/05/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
TIKALSKY, DANIELLE E	FACILITIES USE COORDINATOR/DW, \$25.90/HR, 52 WKS	09/10/2023

<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOLTE, DAWN M	PHYSICAL THERAPY ASST/DISTRICT WIDE	10/19/2023
JAMES, SUSAN M	SPED BW PARA/MYERS WILKINS	09/18/2023
NORDWALL, COLEEN M	OFFICE SUPPORT SPECIALIST TECHNOLOGY/DSC	09/27/2023
SAVRE, ALAN JAMES A	TECH TUTOR PARA/EAST	10/11/2023
STERLING, ROXY L	CHILD NUTRITION SERV ASST/LAURA MAC	09/29/2023

<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
TRUONG, SI	2ND SHIFT ENGINEER II/EAST HS	01/31/2024

<u>NON-CERT PRESUMED RESIGNED</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
COYLE, SANDRA R	OFFICE SUPPORT SPECIALIST SENIOR/LAKEWOOD	9/19/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BELLARIO, MARC	SPED BW PARA/DENFELD	INTERMITTENT
MAKI, MICHAEL	SPED PROG PARA/MERRITT CREEK	10/2/23-6/7/24

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Title of Immediate Supervisor: Supervisor of Operations/Facilities Manager/Building Engineer	Department:	FLSA Status: Non-Exempt
Accountable For (Job Titles):		Pay Grade Assignment: National Conference of Fireman and Oilers, Local 956, Pay Group 4a,4b,4c

General Summary or Purpose of Job:
<p>This is a floating position that can change site on a day to day basis, position will be housed at Facilities Management site, and mileage will be based on starting there for work assignment.</p> <p>Under general supervision, performs maintenance and cleaning tasks and operation of various types of cleaning equipment to care for and maintain school facilities and district properties, performs basic building maintenance and performs related work as required. In addition, a Second Shift Floater Custodian, under the direction of the Building Engineer, and with supervision from a Facilities Management Supervisor, a Second Shift Floater Custodian assists school custodian I/II/III's in their use of equipment and follows up on completion of regular task assignments as directed by building Engineer or Facilities Management Supervisor. The Second Shift Floater Custodian may have to monitor evening activities in the building and assists in monitoring the conduct of students and adults in and around the building. Also coordinates with building Engineer, principal, community education coordinators, activity directors and activity site managers regarding setups, occupancy times and special needs or concerns. Communicates with building Engineer and supervisors when there are recognized heating and ventilation issues affecting activities or occupancy comfort; responds to and reports emergency situations and equipment failures and alarms. Responsible for clearing the building of occupants and arming security systems after perimeter checks are complete. Has knowledge and ability to create and remove override entries in building access control system.</p> <p>This position cannot substitute for a Building Engineers unless the proper licensure is held.</p>

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
2. Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
3. Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
4. Close building for daily operations; ensure building and grounds are safe and secure.
5. Clean rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
6. Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
7. Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
8. Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

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

- Requires a minimum of a high school diploma or GED.
- One year of experience working as a custodial or similar position, or working with facilities and systems used to run them.

Certification or Licensing Requirements (prior to job entry):

- Special or Second-Class C Boiler License (preferred)
- Certified Pool/Spa Operator (preferred)

Knowledge Requirements: (Requires knowledge of)

- Cleaning standards.
- Cleaning methods.
- Cleaning chemicals.
- Time management.
- Effective communications
- Basic boiler operation
- Basic knowledge of standard tools, methods and practices involved in building maintenance.

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Skill Requirements: (Skilled in)	
<ul style="list-style-type: none"> ● Use and care of floor cleaning equipment. ● Task prioritization. ● Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments). ● Operation of personal computers, including related to building access and lighting control. ● Operation of hand and power tools. ● Oral and written communications. ● Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities Operations supervisor. ● Written and verbal communication and relationship skills to efficiently and effectively perform essential duties. 	

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

General Environmental Conditions:
General Physical Conditions:
Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

Job Classification History:
Description revised by

CLASSIFICATION DESCRIPTION
HR SPECIALIST

<p>Title of Immediate Supervisor: Human Resources Manager and/or Executive Director of Human Resources and Operations</p>	<p>Department: Human Resources</p>	<p>FLSA Status: Exempt</p>
<p>Accountable For (Job Titles): N/A</p>		<p>Pay Grade Assignment: Executive Employees Association</p>

General Summary or Purpose Of Job:

Under the general supervision of the Manager and/or Executive Director, the Human Resource specialist provides knowledgeable and professional support for essential Human Resource functions of the District to administrators, staff and community. The Specialist performs experienced, professional support duties in an efficient and timely manner so that the overall district's educational objectives may be achieved. The Specialist will organize and carry out tasks relative to all essential functions of the Human Resources Department and provide active, direct support to the Director and other administrators, in order to assure smooth and efficient operation of the school district and the Human Resources Department in compliance with all state and federal requirements. This position is considered a confidential employee by Minnesota statute.

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

Manage and effectively administer all of the recruitment, hiring, and monitoring of staffing related to requisitions, postings, advertising, applications, screenings, interviews, testing, paperwork, record keeping, job fairs, job bid processes, and bumping processes.

Conduct recruitment activities and practices, ensuring that the District creates and maintains a diverse and multicultural workforce on a timely basis. Ensures that all State, Federal and contractual guidelines are adhered to regarding employment. Works with District administrators regarding workforce planning and meeting staffing needs.

Process and submit paperwork for all background checks and inquiries.

Provide various administrative functions; process employee information; perform experienced records management duties, perform employee record creation and updates for all employees, oversee records maintenance and database management.

Understand system management and administration of basic District applications and software packages, stay abreast of enhancements and make recommendations for improvement of the District's use.

Serve as the key resource for staffing and provide expertise and support for administrators and staff on the use of applicant tracking, job requisition and placement systems, substitute management system, HR information system and personnel records.

Communicate with all levels of employees, visitors, and general public via a variety of means: in-person, telephone, email, internet, Google shared documents, fax and presentations.

Cross train in a wide variety of essential HR functions to assist in projects, train others and act as back-

CLASSIFICATION DESCRIPTION
HR SPECIALIST

up for essential functions (ie. Posting, recruitment, applications, interviewing, onboarding, volunteer application processing and onboarding etc.)

Assist with and maintain the current job descriptions and review process.

Assist with the processing of general complaints, reclassification and investigation paperwork.

Respond to inquiries from payroll and units regarding timesheet entries by staff.

Coordinate training provided by the Human Resource department as directed.

Assist with job assignments, reassignments, transfers, suspensions and terminations for support staff personnel.

Ensure data integrity and enter, retrieve, and verify imports and exports of data, edit and track personnel and HR related data.

Create spreadsheets with formulas, calculations and templates for projects as assigned.

Maintain personnel files and records, and accurate HRIS data base to reflect current personnel data for all district employees in accordance with the data practices and record retention requirements.

Create surveys and collect survey data for district information; as well as complete surveys on district data as requested.

Pull, verify and distribute annual district seniority lists in a timely manner an according to contracts.

Prepare ad hoc reports as needed and requested by the Director and other Administrators; including quarterly staff rosters for each building and/or department.

Provide professional customer service to internal and external stakeholders. This includes verbal, written, electronic and online (website) customer service.

Compile HR information for administrative and School Board meetings, and compose correspondence for forms, website and business letters for approval by the Director.

Process and maintain certified employee lane change and course pre-approval processes.

Assist in data collection and communications related to the negotiations process, and prepare negotiated CBAs for signature and printing and distribution.

Access highly confidential documents relating to the bargaining process and maintain strict confidentiality of document content and meeting discussions.

Serve in a backup role for all staffing, employment verifications, office reception, and other duties as assigned.

At times, may oversee the work of others at the direction of a supervising Administrator.

CLASSIFICATION DESCRIPTION
HR SPECIALIST

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

Requires a minimum of a high school diploma or GED certificate and six years high-level clerical administrative support experience performing a administrative tasks in human resources, payroll, or similar work environment; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the position.

Preferred Qualifications:

- Experience in a human resources department
- Personnel/payroll experience
- Public speaking experience
- Experience working with collective bargaining agreements

Knowledge Requirements: Requires knowledge of:

- Knowledge of computer-based human resource management information systems.
- Knowledge of the theory and principles of human resources and/or payroll administration.
- Basic level of accounting skills, including experience working with budgets.
- Knowledge and high-level proficiency with Microsoft Word, Excel, database management and Google.

Skill Requirements: Skilled in:

- Skilled in utilizing database system applications in a human resource or a closely-related environment.
- Demonstrated ability to troubleshoot situations with limited direction.
- Excellent written and verbal communication skills, including the ability to make group presentations, as well as excellent interpersonal skills.
- Excellent organizational skills
- Demonstrated ability to meet essential deadlines in a work environment where there are frequent interruptions, as well as the ability to be flexible.
- Demonstrated ability to maintain confidentiality.
- Demonstrated ability to maintain a positive attitude and be able to handle difficult people, circumstances and situations.

Physical Requirements:

Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)				√

CLASSIFICATION DESCRIPTION
HR SPECIALIST

Reach with hands and arms			√	
Climb or balance		√		
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

CLASSIFICATION DESCRIPTION
HR SPECIALIST

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Occasionally work is performed near moving mechanical parts, such as large copy machines. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

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

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

Job Classification History:



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

10/4/2023

REVENUES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	RECEIVED TO YEAR TO DATE	RECEIVED ENCUMBERED	BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	
General	1	\$126,200,922.80	\$126,761,059.90	\$29,585,961.69	\$12,587.95	\$97,162,510.26	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$74,850.52		\$3,964,349.48	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,069,118.32		\$5,951,822.80	
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,395,964.11	\$ -	\$7,099,580.89	
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$306,875.38	\$ -	\$2,435,671.62	
Building Construction	6	\$ -	\$ -	\$ -		\$ -	
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,280,685.55	\$ -	\$22,366,537.45	
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$151,504.31	\$ -	\$798,495.69	
Student Acitivity	79	\$58,406.00	\$418,210.11	\$59,577.92	\$ -	\$358,632.19	
REVENUE	TOTALS:	\$173,430,884.92	\$174,350,826.13	\$33,924,537.80	\$12,587.95	\$ -	\$140,413,700.38

EXPENSES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	EXPENSES TO YEAR TO DATE	EXPENSES ENCUMBERED	BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	
General	1	\$120,283,293.86	\$120,835,788.05	\$17,798,885.05	\$4,317,939.31	\$98,718,963.69	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$425,122.92	\$2,541,845.46	\$1,045,907.62	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$876,949.67	\$519,190.52	\$5,353,492.57	
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,251,710.89	\$67,377.80	\$6,311,776.31	
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$2,746,875.38	\$649,853.78	\$4,602,890.09	
Building Construction	6	\$ -	\$ -	\$1,216,045.94	\$24,311.91	-\$1,240,357.85	
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$256,388.47	\$58,593.77	\$600,017.76	
Student Acitivity	79	\$306,948.00	\$350,788.45	\$21,464.22	\$18,134.81	\$311,189.42	
EXPENSE	TOTALS	\$171,310,984.87	\$172,388,319.51	\$26,849,904.99	\$8,197,247.36	\$ -	\$137,341,167.16

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$22,613.50	Program 298	Revenue \$84,283.38
Program 110 Admin	\$ -	Program 298	Expense \$36,493.87
Program 108 Tech	\$333,678.27		
Program 203 Elem	\$199,001.17		
Program 211 Secondary	\$178,695.20		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$ -		
Program 740 Pupil Engage	\$1,296.63		
	<u>\$735,284.77</u>		

**Fundraisers Reported
September 2023**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lakewood ES	5th Grade	\$1,625.00	This fundraiser is to help lower the cost for the students attending the 5th grade trip to Wolf Ridge.
Lincoln Park MS	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	All profits from this fundraiser are used to cover the cost of class trips, performing guests, and other academic needs for our Music students at Lincoln Park Middle School.
Ordean-East MS	Library	\$2,000.00	Book fair at OEMS library
Ordean-East MS	Ordean East Student Council	\$35.00	The Ordean East Student Council did this last year. It went over very well.
Ordean-East MS	Real Talk - School Store (BARK Store)	\$500.00	We believe this "school store" opportunity ties in wonderfully with the district PBIS initiative.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 315 Architectural Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 316 Engineering Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: QUOTE #4387 LASERFICHE ARCHIVE SCAN
Date: October 6, 2023

The quote is for archive scanning of Human Resources and other department's documents .

Four (4) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
SCANNING AMERICA	\$135,339.92
MID-AMERICA	\$143,017.50
ARC SOLUTIONS	\$226,025.00
LOFFLER	\$348,612.00

The Human Resources Department (Theresa Severance and Rebecca Lester) reviewed the quote.

Theresa Severance, Director of Human Resources, recommends accepting and awarding the quote meeting specifications as submitted by SCANNING AMERICA for the amount of **\$135,339.92 for the LASERFICHE ARCHIVE SCAN.**

Theresa Severance will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Theresa Severance will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Human Resources

Fund Custodian: Theresa Severance, Director of Human Resources

**Expenditure Contracts Signed
September 2023**

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

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

**** Contract is paid via monies from:**

DR = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

DU = Department Unrestricted (General Fund)

G = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

SAF = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Ann Robertson	\$250.00*	TLE (DU)	Contractor provided training for paraprofessionals and certified staff development day 9/29/23
Dwarf Kind Cabs	\$5,000.00	TLE (DR)	Transportation at the request of Families in Transition staff to and from school during the 2023-2024 school year
Renaissance	\$1,500.00*	TLE (DU)	Virtual eduCLIMBER training
Oneida Commercial Real Estate Services	\$3,450.00	Facilities Management	Cleaning services for leased office space at Arvig building
Residential Services Inc.	\$15,210.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP
Lincoln Park Children and Families Collaborative	\$2,880.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	\$5,600.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Gary Logergren	\$1,350.00*	Community Ed. (DR)	Delivery of Comm. Ed. catalogs three times per year
Che Howes	\$7,000.00	Am. Indian Ed. (DR)	Provide and assist in traditional Ojibwe Lacrosse for ISD 709 on Tuesdays during the 2023-2024 school year

Joseph Montano Sr.	\$5,250.00	Am. Indian Ed. (DR)	Contractor will utilize knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities
Ann Gumpper	\$400.00*	Denfeld HS (DU)	Workshop for Denfeld HS theater students
Alex Flinner	\$3,000.00*	Denfeld HS (DU)	Denfeld HS theater lighting services
Miranda Stachowicz	\$200.00*	Denfeld HS (DU)	Costume construction training
Duluth Vineyard Church	\$2,750.00*	East HS (DU)	Rental of 45 parking spaces at Duluth Vineyard Church for 2023-2024 school year

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of August by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, 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 29, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on August 29, 2023 at Denfeld High School.. The performance will include three (3) 50 minute sessions with the emphasis on teaching paraprofessional yoga techniques to take back to the classroom The sessions will be titled: *Yoga for our Paraprofessionals*.

Block #1 12:30 pm - 1:25 pm

Block #2 1:35 pm - 2:30 pm

Block #3 2:45 pm - 3:35 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred and fifty dollars and 00/100).

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: Heather Harvick, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ann Robertson
Contractor Signature - Ann Robertson



0829

Date

23

Date

Anthony Bonds

Program Director - Anthony Bonds

9/14/23

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Ernie Znach
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/18/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Dwarf King Cabs, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/5/2023 and shall remain in effect until 6/30/2024, 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.

Contractor will provide transportation at the request of Families in Transition staff to and from school during the 2023-2024 school year. Rides will be set up by phone communication at least 24 hours in advance.

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 \$5,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:FIT Coordinator, 709 Portia Johnson Drive, 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)

Dwarf King Taxi PO Box 16793 Duluth, MN 55816

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

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

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

14. **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.

Dwarf King Taxi LLC /Bryce Kassing-Scheer(owner) 88-1821522 9/20/25
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

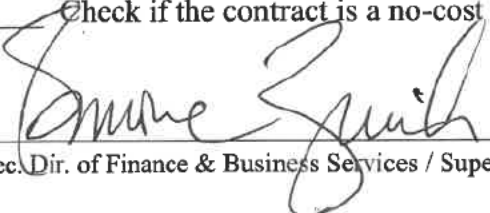
Please check the appropriate line below:

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

01	E	005	216	401	360	637

 Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

9/22/23
 Date

 9/22/23

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Duluth School District 709 - 161520

Reference ID: 698424

215 N 1st Ave E
 Duluth, MN 55802-2058
 Contact: Tawnyea Lake - (218) 336-8700
 Email: tawnyea.lake@isd709.org

Quote Summary

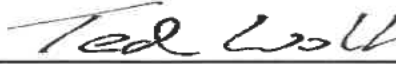
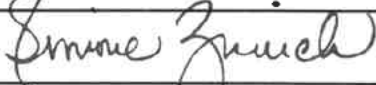
School Count: 1

Renaissance Products & Services Total	\$1,500.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$1,500.00

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Duluth School District 709 - 161520
	By: 
Name: Ted Wolf	Name: <i>Simone Zunic</i>
Title: VP - Corporate Controller	Title: <i>Exec. Dir. Finance, Business Dev.</i>
Date: 9/29/2023	Date: <i>9/29/23</i>
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Nikki Hansen at (952)960-9042, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Duluth School District 709 - 161520

Products & Services	Subscription Period	Quantity	Unit Price	Total
Professional Services				
Virtual Training, eduCLIMBER		1	\$1,500.00	\$1,500.00
Duluth School District 709 Total				USD \$1,500.00

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Oneida Commerical Real Estate Services, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** *Cleaning services for FY24 in rented Arvig space. See attached document.*

3. **Background Check.** *NA*

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 \$345.00/month and \$3,450.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Accounts Payable, 709 Portia Johnson Drive, 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) Oneida Commercial Real Estate Services, 1605 Alworth Building, 306 West Superior Street, Duluth, MN, 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**CONTRACT FOR SERVICES AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT #709 AND RESIDENTIAL SERVICES INC.**

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 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.**

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin *September 5, 2023* and shall not extend beyond *June 6, 2024*, the contract not to exceed *169 days* and *5 days per week, 3 hours per day*. The district agrees to

reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$15,210.00** for the time worked with [REDACTED] while participating in school activities.

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 \$30.00 hourly and \$ 15,210.00 in total.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, 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 2900 Piedmont Avenue, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


41-1296663
9/11/23
 Contractor Signature SSN/Tax ID Number Date


9/7/23
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

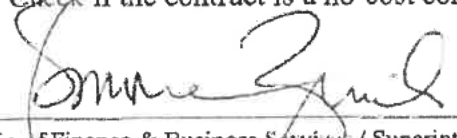
Please check the appropriate line below:

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

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


9/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Families Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 18, 2023 and shall remain in effect until May 31, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

The approximate date the service will begin is September 18, 2023 and shall not extend beyond May 31, 2024; the contract not to exceed a total of 64 Days (attending 2 days per week. The District will pay 2 days per week @ \$320.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$320.00 monthly and \$2,880.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained

in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lincoln Park Children and Families Collaborative at 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		10/3/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

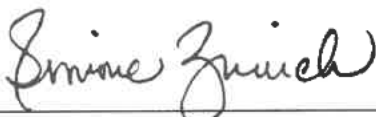

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

<div style="text-align: center; font-size: 1.5em; font-family: cursive;">  </div>	<div style="font-size: 1.5em; font-family: cursive;">  </div>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until April 23, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is September 5, 2023 and shall not extend beyond April 23, 2024; the contract not to exceed a total of 141 Days (attending 5 days per week. The District will pay 5 days per week @ \$700.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$700.00 monthly and \$5,600.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		10/3/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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

	10/4/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Logergren, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

2. **Performance.** Deliver Community Education catalogs three times during FY 24.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$450 per delivery and \$1,350 for FY 24.

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: Community Education, 709 Portia Johnson Drive, 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) Gary Logergren, 2340 Hover Street, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Gayle Lopez _____ [REDACTED] _____ 9/4/23
 Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 9/6/23
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	505	321	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] _____ 9/8/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Che Howes , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 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.** The contractor will provide and assist in Traditional Ojibwe Lacrosse for Duluth Public Schools American Indian Education Department on Tuesdays during the 2023-24 school year. Contractor will also assist in organizing community lacrosse games.
3. **Background Check.** *(applies to contractors working independent with students)* Contractor will not work independently with students. DPS staff will also be on location.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 4 hours a week. Not to exceed \$ 7,000.00 (seven thousand dollars) 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, 709 Portia Johnson Drive Duluth MN, 55811 Attn: Edye Washington Coord. AI Education

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) Che Howes 224 N 24th Ave E. Apt 2 Duluth, MN 55812

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

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

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

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

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

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

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

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

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


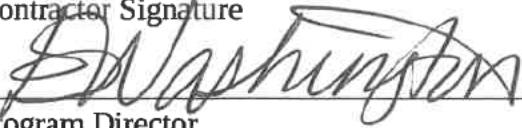
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 9/10/23

 Program Director _____ Date 9/12/2023

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

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds
 Check if the contract is a no-cost contract such as a Memorandum of Understanding


 CFO / Superintendent of Schools / Board Chair _____ Date 9/19/23

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September 2023 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 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.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2023/24.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office 709 Portia Johnson Drive 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: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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



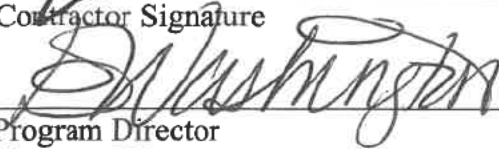
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 9/5/23

 Program Director _____ Date 9/12/2023

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 9/19/23

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Gumpfer, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 17 July 2023 and shall remain in effect until 21 July 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 400.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 224 W. Saint Andrews, Duluth MN 55803.

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

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

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

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

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

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

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

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



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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number [REDACTED] Date 7.17.23

 Program Director _____ Date 8/10/23

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

This contract is funded by either:

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


Please check the appropriate line below:

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

01	E	215	298	000	305	421
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 9/22/23

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Pliner Theatrical Production Services, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 07/01/2023 and shall remain in effect until 06/30/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 3000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
720 W. 3rd St Duluth MN 55806

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

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Miranda Stachowicz, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/17/23 and shall remain in effect until 7/21/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 200 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

4612 W 5th Street, Duluth, MN, 55807

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

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

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

14. **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.

Vicki Steung [Redacted] 7/21/23
 Contractor Signature SSN/Tax ID Number Date

Ray Ward 8/1/23
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Simone Znuich 9/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/6/23 and shall remain in effect until 6/6/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Rental of 45 parking spaces at Duluth Vineyard Church for East High School

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 \$2,750.00 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, 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) Hunter Goebel, Duluth Vineyard Church, 3833 E Superior St, Duluth MN, 55804.

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

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

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

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

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

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

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

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

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

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

contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jerry Liff 9-13-23 41-168-0001
 Treasurer, Duluth Vineyard SSN/Tax ID Number
 Contractor Signature Date

Kenny Johnson 9-7-23
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	220	291	000	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Imine Zurich 9/8/23

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
 Date

**No Cost Contracts Signed
September 2023**

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

Name	Contract Source	Description
Winona State University	TLE	In partnership, WSU will place qualified students enrolled in its Education program for participation in a student teaching or field experience within ISD 709
Duluth Adult Education Consortium Agreement	DAE	MOU stating ISD 709 will serve as the fiscal agent for Proctor and Hermantown adult education programs
PAVSA	MTSS Coordinators	Educational presentations from PAVSA (Program for Aid to Victims of Sexual Assault)
Nystrom & Associates	MTSS Coordinators	Mental health therapy and/or skills training to students of Denfeld HS
Conflict Resolution Center	Lincoln Park MS	CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum to students

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

WINONA STATE UNIVERSITY

AND

Duluth Public Schools ISD 0709

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of WINONA STATE UNIVERSITY (hereinafter "College/University"), and Duluth Public Schools ISD 0709, 4316 Rice Lake Road, Ste. 108, Duluth, MN 55811 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.

- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide qualified WSU students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the WSU students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the WSU students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

III. FINANCIAL CONSIDERATION

The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party.

IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility of the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

VI. TERM OF AGREEMENT

This Agreement is effective on the later of July 1, 2023 or when fully executed and shall remain in effect until June 30, 2028. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

VII. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

VIII. ASSIGNMENT

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

X. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

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

APPROVED:

1. FACILITY:

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

By (authorized signature and printed name)
Title Exec. Dir. of Finance and Business Services
Date 9/29/2023 9:49:53 AM CDT

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY:

By Scott Sorvaag (authorized signature)
Title: Dean of the College of Education
Date

By Darrell Newton (authorized signature)
Title: Provost & Vice President of Academic Affairs
Date

3. AS TO FORM AND EXECUTION:

By Lori Mikl (authorized signature)
Title: Director of Affirmative Action/Equity & Legal Affairs
Date

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2024. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: _____

Name: _____

Title: _____

Date: _____

Member ISD 709

School District Representative:

By: 

Name: Simone Zurich

Title: Director of Finance and Business Services

Date: 10/4/23

Adult Basic Education Representative:

By: 

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 10/3/23



AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6th, 2023 and shall remain in effect until June 30th, 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.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

- 1) Meet with Duluth School administration staff to plan a system of service delivery
- 2) Provide services on site in Duluth Schools
- 3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
- 4) Maintain appropriate professional liability insurance
- 5) Accept referrals from school district staff
- 6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
- 7) Maintain and own records of students served
- 8) No consent will be necessary for advocacy and/or crisis counseling
- 9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, consent will be obtained for ongoing counseling services
- 10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
- 11) Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership
- 12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
- 13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

- 14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.
- 15) Will review MOU with District designated staff yearly

Role of Duluth School District:

- 1) Meet with PAVSA administration staff to plan a system of delivery service
- 2) Provide PAVSA staff with appropriate meeting space
- 3) Inform school staff of PAVSA services available
- 4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
- 5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting
- 6) Will review MOU with PAVSA designated staff yearly

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 \$0.00 hourly and \$0.00 in total. This is a no cost agreement.

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

5. Requests for 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: Jacob Laurent, 709 Portia Johnson Dr, 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 32 E 1st St, Ste 200, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Memorandum of Understanding

between

Nystrom & Associates (NAL)

And

Duluth Public Schools – Denfeld High School

This Agreement is entered into between Duluth Public Schools – Denfeld High School (hereinafter referred to as “School”) and Nystrom & Associates (NAL), a mental health clinic that provides a wide range of mental health services (hereinafter referred to as “Provider”). The School and Provider are herein referred to collectively as the “Parties”.

In consideration of the mutual covenants and promises contained herein, including access to School property and premises and the relinquishing of certain legal rights and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Purpose of the Agreement

The parties have entered in this Agreement for the purpose of facilitating Provider’s delivery of mental health therapy and/or skills training to students of the School in a manner which minimizes the disruption of the students’ schedule because of the necessity of attending appointments with the Provider, which must be held during the school day. Also to address classroom behavior and promote discipline and students’ academic success, therapist to prevent and respond to crisis, support students’ social and emotional needs, identify and respond to serious mental health problems. Also to collaborate with community-based services so that students receive support in a comprehensive system of care.

Allowing Provider to access space in a School facility pursuant to the Agreement is not intended to, and shall not have the effect of, creating any legal relationship with the Provider other than that of licensee.

I. School Responsibilities

- A. **Access to a school site.** School agrees to allow Provider access to a space it has selected (hereinafter referred to as “Appointment Room”) in a school site for the purposes and under the circumstances described herein and subject to the limitations set forth herein. The School reserves the right to change the Appointment Room as circumstances require. The School will also have internet and phone service available for NAL staff.

- B. **Use of the Appointment Room.** During periods scheduled for an appointment by Provider, the School will make reasonable efforts to assure uninterrupted use of the Appointment Room by Provider and a student. Provider may post a “Do Not Disturb” sign on the door to the Appointment Room when it is being used pursuant to this agreement. The Appointment Room may be used by Provider solely for the purpose of conducting appointments Provider has scheduled with School students. No other use, legal or illegal, shall be permitted. Provider may utilize desks, chairs, chalk/white boards and other equipment located in the room during scheduled appointments but shall restore such equipment to its pre-appointment condition and location at the end of the appointment.
- C. **Referral Procedure.** School agrees to refer all students equally for school based mental health services following the agreed upon referral methods.
- D. **Marketing.** School agrees to allow Provider to market school based mental health services within the School, i.e. brochures in guidance office, physical presence at open house and conferences, posting on school website, as well as Provider being available to speak to parent groups about services as needed.
- E. **Primary Point of Contacts:** For resolution of administrative questions, contact the School Based Supervisors or the Child and Family Community Based Manager. NAL therapists will not be responsible for nor should be involved in resolving administrative matters with the School.

School Contacts:

Name: Heather Jarvis
Position: School Social Worker
Email: heather.jarvis@isd709.org

Name: Callie DeVriendt
Position: District Mental Health/Social Emotional Behavioral MTSS Coordinator
Email: callie.devriendt@isd709.org

Name: Tom Tusken
Position: Principal
Email: thomas.tusken@isd709.org

NAL Contacts:

Sophia Whims, LPCC
School Based Supervisor
Email: swhims@nystromcounseling.com

Jen Czischke, LICSW
School Based Supervisor
Email: jczischke@nystromcounseling.com

Kalene Haugen, LMFT
Child and Family Community Based Manager
Email: kahaugen@nystromcounseling.com

- F. **Solicitation.** The School will not solicit NAL employees for employment by the School or another Agency.

II. **NAL Responsibilities**

- A. **Proper Licensure.** NAL is responsible for ensuring that all mental health services as a result of this Agreement are provided by a mental health professional, clinical trainee, or intern under the supervision of a properly licensed mental health professional. NAL agrees to provide School with appropriate documentation of staff licenses and certifications as requested.
- B. **Background Checks.** NAL warrants that all NAL staff assigned to provide Services to, interact with, or come into contact with any School student receiving Services under this Agreement, have passed criminal background checks, including sexual exploitation in past employment. NAL agrees to conduct such background checks in accordance with NAL's background check policy. NAL also agrees to follow all policies of School requiring background checks be conducted through the School. Upon request from School, NAL shall verify that it has met this obligation by providing copies of all background checks completed by its employees and volunteers to the School.
- C. **Parental Consent.** Informed written consent from the students' parent or guardian must be obtained before NAL provides any service to a student within the School site under this Agreement.
- D. **School Permission.** NAL staff members providing the Services pursuant to the Agreement will only enter School property with permission of the school administrator.
- E. **Minimizing Disruption.** Meetings between NAL staff members providing the Services pursuant to this Agreement and students at the School shall be scheduled so as to minimize disruption to the student's daily routine and to the orderly functioning of the School.
- F. **District Policies.** Provider agrees that its use of the Appointment Room shall be subject to School and Building Policies regarding the use, possession or distribution of controlled substances, alcohol, and tobacco as well as prohibitions against the possession of guns and weapons. It is agreed that student conduct shall be subject to these policies and requirements notwithstanding student's presences with the Provider. Any violation of these policies must be reported to the site administrator. Provider acknowledges and agrees that the student code of conduct for the school site in which the Appointment Room is located will apply to the student while the student is in the Appointment Room and that violations of the code of conduct must be reported to the site Administrator.

III. Duration

- A. **Duration.** Except as provided in Paragraph B below, this Agreement shall be in effect beginning on 9/1/2023 and will automatically renew annually.
- B. **Termination.** This Agreement may be terminated, with or without cause, by either Party upon ninety (90) days' notice in writing to the other Party.

IV. Data Privacy

- A. NAL and School acknowledge that educational data created, gathered or maintained by the School is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- B. **Governing Laws.** All data collected, received, maintained or disseminated for any purpose in the course of NAL's performance of this Agreement is governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, or any other applicable Minnesota statutes and Minnesota rules, as well as Federal statutes and regulations related to data privacy. The Parties agree that this Agreement does not alter in any manner or degree a student's right of privacy in educational records generated by School.
- C. **Release Required.** The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- D. **School Access to NAL Data.** Notwithstanding the requirements of Section V(B), NAL acknowledges and agrees that, as a service provider, it may be in possession or control of data which School is required to provide to the State of Minnesota in order to claim reimbursement for the services provided pursuant to this Agreement ("State Required Data"). Upon request from the School, NAL shall provide School with all State Required Data. State Required Data includes, but is not limited to, disciplinary data, attendance records, student contact by Mental Health Practitioners, and other data that the State of Minnesota may require a school district to provide to claim reimbursement and that School has specifically requested NAL to provide. All such information shall be provided in the format, and within the time period, identified in the applicable request from School.

V. Equal Employment Opportunity, Nondiscrimination and Civil Rights

NAL agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable laws, directive and rules and/or regulations of Federal, State and local governing bodies or agencies. NAL specifically agrees to comply with the Minnesota Human Rights Act, Minnesota Statute Chapter 363A, as amended.

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any or all applicable Federal and state law including, but not limited to, the Civil Rights Act of 1964 and Minnesota Statutes Chapter 363A, as amended.

VI. PAYMENT

NAL is responsible for obtaining its own funding. NAL may obtain funds through a combination of billing private insurance or parents of students who receive services, and grant funding available through Hennepin County, the State of Minnesota, and/or other public or private funding sources. The School will not make any direct payment to NAL for providing services to students.

VII. Data Privacy Ongoing Communication

School and NAL will check-in at a frequency agreed upon in the Shared Agreement completed by the current provider, supervisor, and school. Both NAL and School agree to report any issues related to this MOU, collaboration, or patient/student concerns as quickly as possible to the parties identified in this MOU for problem solving.

VIII. Mutual Indemnification Agreement

Each party ("Indemnifying Party") shall defend, indemnify and hold harmless the other party, and such other party's shareholders, members, officers, directors, employees or agents (collectively: the "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, costs or expenses, including but not limited to reasonable attorneys' fees, and other costs and expenses reasonably incident to proceedings or investigations, or to the defense or settlement of any claim brought against the Indemnified Party, arising from the death of or physical injury to any person, or from the damage to any property, to the extent such death, injury or property damage is proximately caused by the negligence or willful misconduct of the Indemnifying Party or any of its shareholders, members, officers, directors, employees or agents. The foregoing notwithstanding, a party shall not be entitled to defense or indemnification hereunder against any losses, claims, damages, liabilities, costs or expenses resulting from such party's own negligence or willful misconduct or from the negligence or

willful misconduct of such party's own shareholders, members, officers, directors, employees or agents.

Signatures:

Authorization Signature (NAL)

Print Name (NAL)

Title (NAL)

Date

Simone Zurich

Authorization Signature (School)

Simone Zurich

Print Name (School)

Exec. Dir. Business Services

Title (School)

10/4/23

Date

AGREEMENT

THIS AGREEMENT, made and entered into this September 1, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, Lincoln Park Middle School, hereinafter called LPMS, and Conflict Resolution Center an independent contractor, hereinafter called Contractor or CRC.

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

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

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

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709, Conflict Resolution Center (CRC), and Lincoln Park Middle School (a school within ISD709, herein after referred to as LPMS).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the CRC and LPMS and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum, to students at LPMS.

WHEREAS, LPMS desires to supplement its capacity to provide conflict resolution supports, services, and programming for its students.

WHEREAS, LPMS recognizes that the independently owned and operated CRC has independent funding and staff available to provide conflict resolution related support, services, and programming to supplement LPMS' existing social emotional behavioral cultural learning and restorative practice work.

WHEREAS, LPMS would like to collaborate with CRC to integrate conflict resolution related support, services, and programming into its multi-tiered system of support framework.

THEREFORE, CRC and LPMS agree that it is in the best interest of students attending LPMS to enter into an understanding

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Lincoln Park Middle School

It is understood that CRC and Lincoln Park Middle School staff must work together as a team to effectively meet the needs of LPMS students as it relates to conflict resolution and supplementing restorative practices. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite support, services, and/or programming related to conflict resolution to students and staff at LPMS on regularly scheduled days and regularly scheduled times at LPMS as students are referred by LPMS staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by LPMS staff will be seen individually or in a group setting by CRC staff at LPMS in an appropriate setting for education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in team meetings with school personnel as needed in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and LPMS.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Lincoln Park Middle School

1. LPMS staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them to the location of the scheduled meeting with CRC staff.
3. LPMS staff will develop and implement a system to refer students to CRC supports, services, or programming when appropriate as defined by the school.
4. LPMS will provide CRC staff with an appropriate meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. LPMS will communicate with parents and/or guardians and obtain permission before making a referral to CRC staff.
6. With permission from the student's parent/guardian, LPMS staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. LPMS staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of September 1, 2023 and will continue through June 30, 2024 unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Lincoln Park Middle School agree that by virtue of entering into this Agreement they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and LPMS agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this Agreement. Where appropriate, client releases will be secured before confidential client information is exchanged.

Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC education groups by identified members of LPMS staff according to established partnership agreements. LPMS staff will obtain written consents from parents/guardians and refer students to participate in CRC education groups. Students and parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. LPMS will be responsible for providing non-identifying student

data to CRC for grant reporting purposes. LPMS can provide identifying student information to CRC staff with written consent from parent/guardian in order to access CRC services.

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 \$0 hourly and \$0 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:Accounts Payable, 709 Portia Johnson Drive, 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) Center for Conflict Resolution 230 W. Superior St. Suite #200, Duluth, MN 55802

Notices. All notices to be given by CRC to LPMS shall be deemed to have been given by depositing the same in writing in the United States mail: Lincoln Park Middle School, Attn: Principal Brian Kazmierczak, 3215 W 3rd Street, Duluth, MN, 55806.

All notices to be given by Lincoln Park Middle School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, 230 W. Superior St. Suite #200, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

**Revenue Contracts Signed
September 2023**

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

Name	Amount or Estimated Amount*	Contract Source	Description
Northeast Service Cooperative	\$4,000.00	Special Services	ISD 709 will provide a licensed school nurse to perform activities as directed by NESC

NORTHEAST SERVICE COOPERATIVE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred*to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

ARTICLE 1: ENGAGEMENT

- 1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

ARTICLE 2: TERM

- 2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2024, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 3: CONSIDERATION

- 3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:
 - 3.1.1. Keep current the database of regional school nurse contact information;
 - 3.1.2. Curate and share resources with school nurses in the region;
 - 3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;
 - 3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and
 - 3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.
- 3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School \$4,000. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

ARTICLE 4: AUTHORIZED REPRESENTATIVE

- 4.1. Northeast Service Cooperative Authorized Representative. Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to

monitor Consultant's performance and the authority to accept the services provided under this Agreement.

- 4.2. School's Authorized Representative. School's Authorized Representative is Simone Zurich, Exec. Dir. of Finance & Business Services.

ARTICLE 5: DATA

- 5.1. Government Data. The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

ARTICLE 6: GENERAL TERMS

- 6.1. Governing Law Jurisdiction and Attorney 's Fees. This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party, Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid,
- 6.3. Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 6.4. Hold Harmless. Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 6.5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.6. Severability. If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 6.7. Waiver. Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 6.8. Public and Endorsement.

6.8.1. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

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

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party- Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative
Aubrie Hoover
Behavioral & Mental Health Services
Regional Manager

Signature: _____



DATE: 10/3/23

Duluth Public School District
Exec. Dir.

Signature: _____



DATE: 10/3/23

Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer — can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone) 218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

Rev. 10/4/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide
for Booster Clubs on
guidelines & procedures
required by:
Duluth Public Schools



Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR

Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.



VARSITY HEAD COACH/HEAD ADVISOR

If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/head advisor is the person you contacted previously, please proceed to the next step.



ACTIVITIES DIRECTOR

If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.



PRINCIPAL

If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.



ASSISTANT SUPERINTENDENT

If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of \$25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

- 1) Treasurer report should contain all transactions that took place prior to the meeting.
- 2) Finances of each club should be open to all members.
- 3) A paid coach should not have check writing authority.
- 4) It is vital that **two people** should be involved in the authorization and signing of any check.
- 5) All purchases must go through the school district (see below).
- 6) At least two members should tabulate all funds collected.
- 7) Boosters may not use Duluth Public Schools' Tax ID or Tax Exempt Numbers.
- 8) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

Grant Applications September 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	Katie Scheufeli	Pre-School/Head Start	\$3,750.00	In addition to first grant approved for 14,000-this additional amount is for Family Engagement/Someone to Be With Books: \$7.50/bookx500 books (will last for two years) = 3750.00
Arrowhead Library Association	Cindy Miller	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Brian Schilling	Library Media Specialist	\$300.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Adam Wisocki	Hospitality Minnesota Education Foundation	Duluth East	\$6,000.00	To help subsidize industry-backed culinary arts and restaurant management curriculum, help to purchase industry standard

				equipment/supplies and to ensure a safe food lab, help to purchase ingredients, and support for instructor training.
Arrowhead Library Association	Anna Rose	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Proctor Federal Credit Union	In-kind		Backpack full of school supplies
Denfeld HS	Marion Pascone	\$250.00	Girls Tennis	
Denfeld HS	Laurie Swenson	\$2,500.00		
Denfeld HS	Grace Place (October Allen)	\$300.00		
Denfeld HS	Players Sports Bar	\$2,000.00		
Lakewood ES	Lutheran Church-Good Shepherd	In-kind		Snacks for children that do not have any
Laura MacArthur ES	DRCC	In-kind	Laura MacArthur Students	One Client donated many color books/journals/hair accessories for students - this helped them purge their belongings according to their staff at DRCC
Laura MacArthur ES	Western Bank	In-kind	Laura MacArthur Students	During Spirit Valley Days they collected school supplies and donated to our school
Piedmont ES	Bethany Community Church	In-kind		A large box of assorted School Supplies
Piedmont ES	Christ Lutheran Church	In-kind		Coffee, donuts, muffins, cookies and pens for all staff
Piedmont ES	Bella Rose Bridal	In-kind		School Supplies
Piedmont ES	Lutheran Church - Good Shepherd	In-kind	For Student Use	Large bin of snack items.
Piedmont ES	Salem Lutheran Church	In-kind		20 boxes of healthy snacks

Stowe ES	Michael Letica	In-kind		Backpacks with supplies
Stowe ES	Bethany Community Church	In-kind		Misc. school supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	\$5,500.00	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	\$4,300.00	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching

				<p>prep time at \$20 an hour: \$1200 per year</p> <p>Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year</p> <ul style="list-style-type: none"> • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session <p>Materials and Supplies: \$400 per year</p> <p>Grant Total: \$4300</p>
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RESOLUTION

Authorizing School Board Members' Attendance at the
Association of Metropolitan School District 2023 Conference

RESOLVED, That Independent School District No. 709, St. Louis County, Minnesota,
pay costs incurred, as per District policy, for school board members to attend the Association of
Metropolitan School Districts 2023 Conference.

RESOLUTION

Executive Employees Association Collective Bargaining Agreement

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the Executive Employees Association, a summary of which is in the hands of all School Board members, be approved and adopted for the periods July 1, 2023 to June 30, 2025, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT
Between
Executive Employees Association
And
Independent School District No. 709
St. Louis County, Minnesota

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COLLECTIVE BARGAINING AGREEMENT

Between
Executive Employees Association

And

Independent School District No. 709
St. Louis County, Minnesota

THIS AGREEMENT, entered into, by and between the Executive Employees Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**" and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I **Recognition**

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

ARTICLE II **Grievance Procedure**

The purpose of this procedure is to provide a method whereby employees who are members of the Executive Employees Association may present their grievances concerning the interpretation or application of the terms of this Agreement.

1. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

Step I – Informal Review - If an employee has a grievance, the employee should discuss the problem with his/her supervisor within twenty (20) workdays of its occurrence or from the time the employee first knew of it or should have known. In the event that the employee's immediate supervisor is the Superintendent, the grievance process shall begin at Step II.

Step II - Formal Review - In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent or his/her

designee for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent within twenty (20) working days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) working days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) working days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

Step III – Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step II, either the Association or the School District may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

Step IV- Arbitration - The Association may appeal within thirty (30) working days of the communication of the written decision of the Superintendent or his/her designee, or if no decision has been made, then within forty (40) working days of the Step II hearing. In this event, the Superintendent of Schools or his/her designee shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179.72, Subd. 5.

ARTICLE III

School District & Association Rights

Section 3.1 – Job Postings/Advertisement - When a vacancy occurs in a position in the School District, which falls within the Executive Employees Association, the Human Resources Department will send a notice of such vacancy to the President of the Association. Newly created positions, which appropriately belong in the Executive Employees Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year. The Association may appeal such a decision under the grievance procedure of this Agreement.

Section 3.2 – New Employees, Promotions & Step Increases - If a replacement is hired for a position within the Executive Employees Association, the salary for this person may be determined by the School District and its management on any step within the appropriate pay range, provided that no additional responsibilities are put on the remaining Executive Employees Association employees as a result of the change in personnel. Should additional responsibilities result; the School District shall meet with the Executive Employees Association unit representatives to determine proper compensation.

Part-time employees or employees working less than fifty-two (52) weeks a year shall have the same rate of pay as outlined in Appendix A, except that pay shall be prorated in accordance with the number of hours and/or weeks actually worked. Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay.

When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

All employees will receive step increases on July 1. . No full-time employee in the bargaining unit shall be paid less than the salary provided at Step 1.

Section 3.3 – Validity Or Conformity To Law Clause - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to

replace any invalid provision.

Section 3.4 - Savings Clause - In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

Section 3.5 - Matters Not Covered - This Agreement represents the full and complete agreement between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement, and not subject to further negotiation during the term of this Agreement and the parties specifically waive the right to negotiate with respect thereof during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

Section 3.6 – Management Rights Clause

1. It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:
 - A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;
 - B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;
 - C. To determine the policies of the School District;
 - D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
 - E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
 - F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
 - G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of Independent School District 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article II of this Agreement.

ARTICLE IV

Terms & Regulations Of Employment

Section 4.1 – Vacation

Each employee will be eligible for vacation according to the following schedule:

First 5 Years of Service	20 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 20 Years	30 Days

However, any employee in the bargaining unit who is presently receiving a greater vacation period than herein provided shall continue to be entitled to such vacation period until he/she shall qualify for a greater vacation period under these provisions.

Vacation accrued will be prorated based on FTE and weeks worked. Employees who retire/resign or otherwise leave the service of the School District will receive their vacation pro-rated from July 1 until their termination date.

Vacation shall not be cumulative except employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months. Employees may be paid out for any prior year vacation balances up to eighty (80) hours upon written request at the end of any calendar year (December 31). Hourly payout shall be based on a rate of 1/40th the employee's weekly rate of pay.

Section 4.2 – Holidays All employees under this Agreement who are entitled to be paid for the work days immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

New Year's Day,
Martin Luther King Jr. Day,
Presidents' Day,
Memorial Day,
Juneteenth,
Independence Day,
Labor Day,
Convention Day Friday in October
Thanksgiving Day,
The day after Thanksgiving
Christmas Eve Day,
Christmas Day

Section 4.3 – Salaries - The salaries covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Section 4.4 – School Closings - When the Administration building is closed due to inclement weather or emergencies, employees shall not report to work and shall be paid for the day.

When all Duluth Public Schools are closed due to inclement weather or emergencies, and the Administration building remains open, employees shall be allowed to not report to work, using their available vacation, personal leave, sick leave in the event of no available vacation or personal leave, or leave without pay at their discretion and with consideration given to personal safety and the needs of the department. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

Section 4.5 – Reclassification - In the event the District significantly increases the position responsibility of a position in the unit, the following procedures shall be followed:

Level 1: A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Level 1 Review Committee including unit members appointed by the Union as well as a District-designated resource person(s). This committee shall review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.

Level 2: The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within fifteen (15) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and their supervisor;

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

Section 4.6 – Probation

A. **Probationary Period.** Upon being initially employed with the School District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same pay range from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are reassigned to a position in the same pay range from which he/she was laid off or demoted, will be

credited for the probationary time already served in the new appointment.

B. **Rights Upon Discharge/Demotion** The Supervisor may, during the probationary period, discharge or demote an administrative employee for any cause, as the Supervisor shall see fit. Any administrative probationer rejected on probation shall be considered permanently separated from employment with the School District.

Section 4.7 – Layoff - When it becomes necessary through lack of funds or for other cause, for which the employee is not at fault, to reduce the number of employees; temporary, provisional, and substitute employees shall be the first to be laid off. Then decreasing the number of employees shall be accomplished first by the employee in the affected position shall be permitted to bump the least senior employee in the same class. Thereafter, that employee may bump the least senior employee in the next occupied lower pay range. The bumping employee must have greater seniority and be qualified based on the minimum qualifications and is capable of satisfactorily performing the essential requirements of the position. Recall from layoff shall be in the reverse order of layoff.

Section 4.8 – Tort/Liability Protection - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

Section 4.9 – Out Of Title Assignment - When an employee is assigned additional duties from a higher classification within the bargaining unit for twenty (20) consecutive days or more during the year, the employee will be compensated at the higher classification rate on the twenty first (21st) day. Additional duties extending beyond six (6) months from assignment will be subject to the reclassification process outlined in Article IV, Section 4.8.

ARTICLE V

Insurance

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

Section 5.2 – Disability Income Insurance - The School District will pay the cost of long-term disability insurance with coverage of two-thirds (2/3) of pay for employees and with the same limitation, eligibility requirements and qualifying requirements as are detailed in present insurance coverage.

Section 5.3 – Group Term Life Insurance - The School District shall provide basic life insurance of fifty thousand dollars (\$50,000.00) for each employee along with the AD & D benefits. Optional supplemental life insurance in units of ten thousand dollars (\$10,000.00) up to a maximum of one-hundred thousand dollars (\$100,000.00) and dependent life insurance will be offered at a cost to the employee provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those employees, whether within or without the bargaining unit, who would be eligible for the group life insurance presently in effect in the School District.

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

Section 5.5 – Election of Benefit Options - Election of options may only be selected within the first thirty (30) days of employment or during the annual open enrollment period.

Section 5.6 – Insurance Benefits For Early Retirees - Employees meeting the eligibility requirements of Minnesota Statute §471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute §471.61, subd. 2b.

Section 5.7 - All employees under this Agreement must work .600FTE (24 hours) or more per week to qualify for any insurance benefits.

Section 5.8 - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages, and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

ARTICLE VI

Travel

Reimbursement will be made by the School District for authorized travel as follows:

1. **In-District Travel** - At a mileage rate as determined by School Board Policy #3136R.
2. **Out-of-District Travel** - Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

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

ARTICLE VII

Leaves Of Absence

Section 7.1 – Leaves Of Absence Without Pay

- A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
1. Military leaves of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
 2. Parental Leave: Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the fiscal year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

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

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

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

- B. Upon termination of his/her leave of absence and return to the school system, the employee shall be placed at the same salary as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
 2. Medical and parental leave of absence of less than ninety (90) working days in any school year;
 3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.
- C. Any employee on leave of absence may, if he/she so elects, remain in the School District's hospitalization group,⁵³⁵ provided he/she pays all premiums monthly in advance to the School District.

- D. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act. Leaves without pay for more than thirty (30) days will not receive accrual credit on employee's seniority date, class date and longevity date.

Section 7.2 – Personal Leave Day - All employees within the bargaining unit may take two (2) non-cumulative personal leave day each year may be used for the purpose of attending personal matters, not involving union matters, and are not authorized in other leave provisions, is provided under the following guidelines:

1. A written request shall be submitted to the Superintendent or his/her designee or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the employee will assume the responsibility in such an emergency of notifying the Superintendent or his/her designee or immediate supervisor at the earliest possible time.
3. Requests for other incidents involving special obligations, which cannot be scheduled on non-duty days, may be allowed by the Superintendent or his/her designee.

Section 7.3 – Leaves Of Absence With Pay

- A. **Military Leave** - Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave** - Employees may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave**
1. Sick leave shall be accumulated at the rate of thirteen (13) days per year.
 2. **Cumulative Plan** - Unused sick leave shall accumulate to a maximum of two-hundred twenty three (223) days.
 3. Holidays, which occur during absence on account of personal illness, death in family or family leave, shall be compensated for and shall not be deducted from sick leave.
 4. **Sick Leave Bank** - A committee of three (3) members, two (2) appointed by the Unit and one (1) appointed by the Superintendent shall establish and govern a sick leave bank.
- D. **Death In Family Leave**
1. Up to five (5) days shall be granted in case of death within the immediate family of an employee as defined hereafter, but the employee may request and be granted two (2) additional days. All approved leave will be with full pay.
 2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
 3. Definition of "family" under death in family allowance shall constitute members of the immediate family of an employee or spouse or registered domestic partner and shall include father, brother, sister, husband, wife, child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories. A "registered domestic partner" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
 4. Days of absence for death in family leave shall be charged against accumulated sick leave of the employee.
- E. **Jury Duty**
1. When an employer is selected for jury duty, the Supervisor will be notified. and that employee may choose to make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
 2. The employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.
- F. **School-Related Injuries** - An employee who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. Leave granted due to injury shall not be deducted from the employee's accumulated sick leave.

If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the employee's accumulated sick leave.

G. **Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.

2. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, father-in-law, mother-in-law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through their County of residence as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

Section 7.4 – Reinstatement: Should a position be vacated for any of the leaves under section 7.1 or section 7.2, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the School District of the employee on leave. This position shall also apply to leaves with pay.

ARTICLE VIII

Health Care Savings Plan (HCSP)

- A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District..
- B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.
- C. Determination of the HCSP:
 1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
 2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 – 7 below.
 3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
 4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculations shall be referred to as Sub-Total of Days.
 5. Total Days shall be the calculation of Sub-Total of Days times 110%.
 6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
 7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the employee's DRP less the 3.5% discount amount.
 8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
 9. The amount contributed to the employee's HCSP shall be determined by the following calculation:

Benefit Payment for First 100 Days
 Current and Accumulated Sick Leave Days (up to a maximum of 100 days) X Employee's DRP
 = Benefit for First 100 Days

Benefit Payment for Remaining Days
 Years of Service x 2.5 Multiplier
 + Unused and Accumulated Sick Leave Days (up to a maximum of 210)
 = Sub Total of Days X 110%
 = Total Days
 - Days From Benefit Payment for First One Hundred (100) Days Calculation
 = Total Credit Days X DRP
 - 3.5% Discount
 = Benefit Payment for Remaining Days
 + Benefit Total for First 100 Days
 = Total Payment to HCSP
- D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.
- F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.

G. The Association will be granted access to a 403(b) match plan in accordance with the teacher's Agreement when such an agreement is reached.

ARTICLE IX
Payroll Deductions

The School District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the School District has agreed to deduct for other employee groups.

Association dues of an amount determined by the EEA unit shall be deducted on the first pay period of each month for each employee. The pay frequency will be determined by the District.

ARTICLE X
Paydays

Section 10.1 – Paydays - All employees covered under this Agreement shall be paid every other Friday.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employees will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

Section 10.2 – Method Of Payment - The employer may pay employees in the bargaining unit by depositing in such banks or credit unions, as the employee shall designate the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee.

Section 10.3 - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar shall begin on the first payday following at least one (1) week's work for the School District.

ARTICLE XI
Personnel Files

Section 11.1 - An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Administrative Offices as provided for teachers by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

Section 11.2 - Identification or written authorization shall be required before access is given to any file.

Section 11.3 - All evaluations of an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign that evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each employee so evaluated shall be informed.

Section 11.4 - Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

Section 11.5 - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

Section 11.6 - An employee shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the employee's signature.

Section 11.7 - Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name, and reason for inspection.

ARTICLE XII
No Strike Clause

The Executive Employees Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for any employee covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

ARTICLE XIII
Four Day Week

In the event the School Board shall adopt a school calendar, which provides for a four (4) day week, which includes the members of this unit, members of this unit will adjust their annual work schedules accordingly without change in compensation.

ARTICLE XIV
Term Of Agreement

This Agreement shall be effective July 1, 2023, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2023 to June 30, 2025, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining Agreement is negotiated and executed between the parties or when bargaining rights are terminated by law for this bargaining unit.

Section 14.2 - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

Section 14.3 - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this 17th day of October.

EXECUTIVE EMPLOYEES ASSOCIATION

INDEPENDENT SCHOOL DISTRICT 709

By: 
President

By: 
Chairperson, School Board

By: 
Negotiations Co-Chairperson

By: 
Clerk, School Board

By: 
Negotiations Co-Chairperson

**APPENDIX A
Weekly Salary Schedule
2023-2024**

Pay Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Human Resources Assistant Level B	826	856	885	917	949	982
2	Human Resources Assistant Level C, Employee Benefits Assistant	868	902	929	962	996	1031
3		912	943	975	1010	1045	1083
4	Human Resources Specialist	945	977	1024	1048	1084	1122
5	HR Exec Assistant, AS Exec Assistant	966	1000	1034	1071	1108	1147
6	Executive Assistant to the Superintendent and School Board	1110	1143	1177	1212	1248	1286
7	Business Services Coordinator/Exec. Asst to CFO	1133	1185	1225	1270	1301	1380
8	HRIS Specialist, System Specialist/Application Analyst	1149	1202	1256	1313	1372	1434
9	Benefits Coordinator, Database Specialist, HRIS Supervisor	1213	1268	1326	1385	1447	1513
10		1280	1338	1399	1462	1527	1595
11		1350	1411	1474	1541	1610	1682
12		1424	1488	1555	1625	1698	1775
13	Human Resources Manager, Food Service Supervisor	1510	1579	1650	1724	1801	1883
14	Transportation Manager, Network Administrator	1601	1673	1748	1827	1910	1995
15	Sr Human Resources Manager, Technology Manager	1696	1773	1853	1935	2023	2115
16	Finance Manager, Facilities Manager	1798	1879	1963	2053	2145	2242

2024-2025

Pay Range	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	Human Resources Assistant Level B	851	882	911	944	977	1011
2	Human Resources Assistant Level C, Employee Benefits Assistant	894	929	957	991	1026	1062
3		939	972	1005	1041	1077	1115
4	Human Resources Specialist	973	1007	1055	1079	1116	1155
5	HR Exec Assistant, AS Exec Assistant	995	1030	1065	1103	1142	1182
6	Executive Assistant to the Superintendent and School Board	1144	1178	1213	1249	1286	1325
7	Business Services Coordinator/Exec. Asst to CFO	1167	1220	1261	1308	1340	1422
8	HRIS Specialist, System Specialist/Application Analyst	1184	1238	1293	1353	1413	1477
9	Benefits Coordinator, Database Specialist, HRIS Supervisor	1250	1306	1365	1427	1491	1558
10		1319	1378	1441	1505	1573	1643
11		1391	1453	1518	1587	1658	1732
12		1467	1533	1602	1674	1749	1828
13	Human Resources Manager, Food Service Supervisor	1555	1626	1700	1776	1856	1939
14	Transportation Manager, Network Administrator	1649	1723	1800	1882	1967	2055
15	Sr Human Resources Manager, Technology Manager	1747	1826	1909	1993	2084	2178
16	Finance Manager, Facilities Manager	1852	1935	2022	2114	2210	2310 ⁵⁴⁰

Longevity Award

Those employees who have been employed full time for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

7-15	Years of Service	\$1000 Per Year
16-20	Years of Service	\$1500 Per Year
21-25	Years of Service	\$2000 Per Year
25+	Years of Service	\$2500 Per Year

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.