

## **Regular School Board Meeting**

Duluth Public Schools, ISD 709

### **Agenda**

Tuesday, November 21, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

<b>1. Call to Order</b>	
<b>2. Roll Call</b>	
<b>3. Pledge of Allegiance</b>	
<b>4. Approval of the Agenda</b>	
<b>5. School and Community Recognition</b>	
<b>6. Public Comment</b>	
<b>7. Reading Communications, Petitions, Etc.</b>	<b>2</b>
<b>8. Report of the Superintendent</b>	
A. Reports from Student School Board Representatives	4
B. Superintendent's Report	7
C. Schedule of Meetings and Events	17
<b>9. Report of Standing Committees</b>	
A. Committee of the Whole	
1) Monthly Committee of the Whole ( <i>November 15, 2023</i> )	18
B. Human Resources/Business Services Committee ( <i>November 14, 2023</i> )	67
C. Policy Committee ( <i>November 15, 2023</i> )	176
<b>10. General Board Committee Updates</b>	
<b>11. Consent Agenda</b>	<b>243</b>
<b>12. Resolutions from Committee Reports</b>	
A. B-11-23-3994 - Acceptance of Donations to Duluth Public Schools	373
B. B-11-23-3995 - Acceptance of Grant Awards to Duluth Public Schools	374
<b>13. Special Resolutions and Action Items</b>	
A. HR-11-23-3996 - Duluth Principals Association Collective Bargaining Agreement	375
<b>14. Questions / Other</b>	
<b>15. Adjournment</b>	

Duluth Public Schools Superintendent & School Board Members  
215 N. 1<sup>st</sup> Ave E. - Duluth, MN 55802

10-27-2023

I'm a 38<sup>year</sup> Duluth school system teacher with several concerns:

1. Why were hundreds of Macintosh computers sold by Dixon for pennies on the dollar at auction in 1998? They were replaced with Dell computers by Dixon. WASTE OF MONEY
2. Why wasn't New Central's building sold instead of tearing it down? It's being thrown in the landfill.
3. Why wasn't Nettleton School bought instead of the News Tribune building for needed school programs?
4. Why are taxpayers paying \$845,000 to demolish New Central?
5. Why are taxpayers paying for the construction of 2 new multi-million dollar buildings on the New Central property?
6. Why was a new district transportation center forced (at over \$5,000,000) on the taxpayers without a vote?
7. Why was Lincoln Park School sold for only \$1.00?
8. We could have sold the New Central building for \$14,000,000. Why didn't we? Instead, it's being torn down.
9. Why did we essentially give the building below New Central to the developer?
10. Why does East High have a 92% graduation rate and Glenfeld High a 73% rate.

RECEIVED

NOV 13 2023

Office of the Superintendent

11. Why are a new administration building and a heated bus barn being built for \$2,000,000 without a vote?
12. Why have we spent millions on the New Central's property for about 12 years for insurance, realtors and maintenance?

Sincerely,  
Roger Oman  
430 E. 13 St.  
Duluth, MN 55811-2703

# Student Rep Report

Elsa Priest

## Events:

- We had Turkey Bingo on Monday. Gobbling all throughout the hallways!
- We had a disco themed Harvest.
- There was a Talent Show last week
- There is a Blood Drive tomorrow run by ABO hounds.
- Winter week is coming up

## Sports and activities

- Basketball, Hockey, Cross country ski have started up
- There is a cross country ski trip to Yellowstone, and a band trip to Florida.
- Holiday music concert on the 16th

## Updates

- Sources of strength started with two day training for students looking to provide a safer space that promotes holistic wellness.
- I will be working with the Student Government to elect next year's Student Representative.
- Freshman behavior circles took place in all freshman english classes, run by our Climate Coordinator Mr. Giessler, along with two Student Government members to facilitate conversations.
- When I was asking for a general opinion on Away for Day policy, most students expressed concerns about the policy. Students feel that not having access to cellphones while still having family responsibilities, jobs, sports, clubs, and other responsibilities causes a lot of miscommunications or issues. On the other hand, others have reported that they feel more focused, involved, and engaged with classes. Some teachers have been providing links to articles to Away for the Day research to students using phones in the hallways, instead of immediately punishing students. This is a good way to get everyone on the same page.

## Random

- Students have let me know they would like an all way stop in the intersection outside the front doors of East, as opposed to the two way stop there is now. Students feel this would create a safer crossing before and after school.
- The point of view group is thinking of reducing the number of school dances this year, to make them more special. Instead of a Red and Grey week dance, we are thinking of having a senior dance aboard the Vista Fleet.

-Administration is cracking down on towing cars parked in the student parking lot without passes. As of this morning no one has been towed yet, but students and staff have been glancing out the window at the parking lot, waiting for justice to be served.

The month of November has been great at Denfeld! On November 4th we had our annual FallBall in our gym, this year our theme was Hollywood and from what I heard it was a hit! On November 6th Denfeld had its annual Scholarship night for the senior class and their families, this night was filled with information about scholarships that are open for our seniors to apply for! This week and last week there have also been Scholarship WINs for our seniors to attend to get help filling out scholarship applications and to get 1:1 help to find out what scholarships are a good fit for them. We also had our annual veterans day concert on November 13th in our beautiful historic auditorium. It was a great night full of music with pieces performed by the choirs, the jazz band, and the advanced orchestra. This week we saw the return of Denfeld's student run news newspaper! Currently issues of the paper are being published on a quarterly basis but students within the class are hopeful that as the year goes on the paper will be published on a monthly basis instead. During the month of November we also saw the run of our first show of the year! Ripcord was a show put on by the Denfeld theater program and what made this show unique was the presence of two actresses from the community playing the leads! Everyone I talked to from the theater community said it was an honor to get to work with the actresses from the community and that they learned so much! Today Denfeld's quarter 1 SOARing hunters got to go on a field trip! Those who earned it were rewarded with a trip to the Hermantown Lakes 10 theater to see The Hunger Games: The Ballad Of Songbirds And Snakes! While at the theater students were treated to popcorn and soda while we enjoyed our film! Tomorrow we will be hosting our fall blood drive which is put on as a collaboration between Denfeld Key Club and the Duluth branch of the American Red Cross, we are hoping to meet or even beat our numbers from last year.

[www.ISD709.org](http://www.ISD709.org)

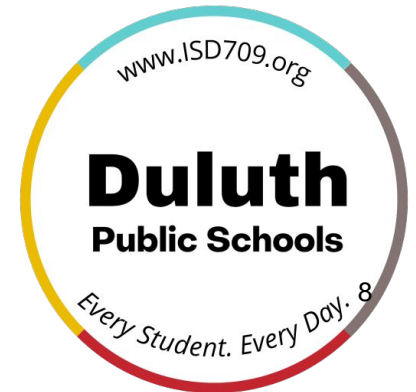
# **Duluth**

## **Public Schools**

*Every Student. Every Day.*

# Superintendent's Report

*November 21, 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
- Negotiations Updates
- Additional Updates

# FUTURE FORWARD

*NOVEMBER 2023 REFERENDUM*

Learn more at

**[FutureForward709.org](https://FutureForward709.org)**

# Referendum Overview

Vote totals stood at 15,867 in favor and 13,205 against for Question One, and 14,431 in favor and 14,720 against for Question Two with 100% of precincts reporting.

Question One authorized the district to refinance existing debt into bonds, which will free up approximately \$2.6 million each year from the general fund to support academic interventionist and counselor positions and new class options for high school students.

Question Two would have authorized a capital projects levy to provide \$5.3 million annually to fund devices, learning technology, cybersecurity improvements and technology staff as part of the district's technology plan.

# Referendum Overview

We are deeply grateful to our community for recognizing and supporting the needs of our students.

Refinancing this debt frees up millions of dollars over the long term that will support many of the mental health and academic supports that have been invaluable for our students post-pandemic.

However, the rejection of the technology levy is likely to limit how quickly the district is able to implement planned improvements for classroom technology, student and staff devices, and cybersecurity upgrades.

# Referendum Next Steps

We need to further consider our district financial and technology needs to determine if and when we should go back to the public with another ask.

We have a debriefing meeting early next week and will report back to the board after that.

# Negotiations Updates

We are bringing forward our Principal contract for board approval tonight. It includes a 3% year one increase and a 3% year two increase. For an additional 3% in the first year, we were able to add an extra week of contracted time moving forward.

Duluth Federation of Teachers negotiations are also underway. We will meet in small group tomorrow and with our larger negotiations team next Thursday

Integration Specialists negotiations are underway.

# Additional Updates



# 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 November 20 - November 24, 2023**

Tuesday	November 21, 2023	6:30 p.m.	Regular School Board Meeting*
<i>Member Oswald will be attending remotely from 615 N. 56th Ave W, Duluth, MN 55807</i>			

**Week of November 27 - December 1, 2023**

None

**Week of December 4 - December 8, 2023**

Tuesday	December 5, 2023	3:30 p.m.	Policy Committee
Tuesday	December 5, 2023	4:30 p.m.	Monthly Committee of the Whole
<i>Member Oswald will be attending remotely from 615 N. 56th Ave W, Duluth, MN 55807 (or immediately following Policy Committee)</i>			

**Week of December 11 - December 15, 2023**

Tuesday	December 12, 2023	4:30 p.m.	HR/Business Services Committee
<i>Member Oswald will be attending remotely from 615 N. 56th Ave W, Duluth, MN 55807</i>			
Thursday	December 14, 2023	4:15 p.m.	Parent Advisory Council on Special Education (PACSE)
Thursday	December 14, 2023	5:30 p.m.	Head Start Parent Policy Council Lincoln Park Middle School 3215 W 3rd St
Thursday	December 14, 2023	6:00 p.m.	Education Equity Advisory Committee (EEAC)

*\*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

Wednesday, November 15, 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 - Facilities Capacity**

2

2) Presentations

a. **Advancing Equity - Instructional Leadership Academy**

10

b. **Supporting Every Student - MTSS SEB Updates**

30

C. Other

4. **ADJOURN**

## **COW Agenda Cover Sheet**

**Meeting Date:** November 15, 2023

**Topic:** Improving Systems - Facilities Services: Facilities Assessments

**Presenter(s):** Theresa Severance

**Attachment (yes or no):** Yes

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

The Facilities Services Department supports the District to ensure that instructional facilities are conducive to learning and are properly maintained. The Facilities Services Department continues to work to direct our resources to remove facilities-related issues from the focus of instructional personnel. We remain steadfast in seeking out methods that will not only improve the delivery of construction and maintenance services to the district but also deliver these services in a cost-effective and efficient manner. As we complete capital and maintenance projects, we work to strengthen our efforts to maintain and maximize the useful life of our capital assets. The focus of all of our efforts is establishing and maintaining excellence in our facilities.

An overview of Facility Assessments for both condition and capacity will be briefly discussed. A sample assessment report and occupancy report are attached.

## Capital Facilities Infrastructure

The current replacement value of the District's capital facilities infrastructure is estimated at roughly \$675 million dollars. The District maintains approximately 1.75 million square feet of building floor area (as of July 2023). Recent construction experience indicates our school facilities would cost approximately \$300 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.

## Facility Conditions Assessment Reports

The District engaged with ICS to perform a condition assessment on all instructional buildings which included inspecting, reviewing and evaluating every school. The project is now completed, and we have a full Facility Assessment Report and individual School Reports that convey the condition of our schools. The data collected, estimated costs, and condition scores will be utilized by the District to address facility needs and to guide long-range planning decisions.

## Facility Capacity

In 2018, the District completed capacity and occupancy reports for every school. We will be updating these reports over the next school year to provide a comparison of district-wide pupil enrollment with how the instructional spaces are utilized.

**Summary:** Lincoln Park Middle School is a three-story masonry building constructed in 2012 (189,137 sf).

---

Notable Deficiencies:

*Site Projects:* Parking lots need seal coating, patching, crack filling, and re-stripping. Artificial turf is worn and should be considered for replacement within three years. A few sections of walk have settled creating trip hazards at entrances. Grinding should be done.

*Building Envelope:* Overall the exterior is in good condition. Caulking around windows and at expansion joints is starting to show signs of cracking and should be monitored.

*Roofing Systems:* The roof consists of a modified built-up roofing system, which should provide an addition 15-20 years of service life with proper maintenance. Garland Roofing is set to come out over the summer to inspect all roofs and create a maintenance and replacement schedule for the district.

*Building Hardware & Equipment:* The pool's main pump is leaking, which has caused a half inch of water to pool in the pit. The main pump and seals need to be replaced to fix this issue. The chemical system and UV sanitizer are nearing the end of their useful service life and will need replacement. There are some damaged toilet partitions and restroom accessories.

*& Equipment:*

*Interior Surfaces:* Most items are in very good condition except a few minor items like damaged walls, missing sealant at expansion joints in burnished block walls.

*Mechanical Systems:* All the equipment is from the initial construction of the building in 2012. A quantity of three identical 3.2 MMBtu high efficiency condensing boilers provide heat to the building. Domestic hot water is heated by a natural gas water heater (replaced in 2021) along with a Boiler Mate and a 140-gallon storage tank. All the ventilation systems were installed with dehumidification except for the gym, lockers, shop and kitchen. Original equipment schedules note these units are to have space for a future coil. Chilled water for dehumidification is provided by a 400-ton air cooled chiller located on the roof. The air handling unit for the Administration area has its own air-cooled condensing unit (DX) on the roof for its dehumidification coil.

*Plumbing:* Plumbing fixtures and valves are in good condition. The domestic water heater is nearing the end of its useful service life and will need replacement soon.

**Lincoln Park Middle School**  
**3215 West 3<sup>rd</sup> Street, Duluth**

*Electrical:* Many areas have been updated to LED to take advantage of being more efficient and longer lasting.

*Life Safety / ADA Compliance:* The fully addressable fire alarm system is in good condition.

<u>Component Ratings:</u>	Poor			Fair				Good		
Site:	1	2	3	4	5	6	7	8	9	10
Building Envelope:	1	2	3	4	5	6	7	8	9	10
Roofing Systems:	1	2	3	4	5	6	7	8	9	10
Building Hardware & Equipment:	1	2	3	4	5	6	7	8	9	10
Interior Surfaces:	1	2	3	4	5	6	7	8	9	10
Mechanical Systems:	1	2	3	4	5	6	7	8	9	10
Plumbing:	1	2	3	4	5	6	7	8	9	10
Electrical Systems:	1	2	3	4	5	6	7	8	9	10
Life Safety / ADA Compliance:	1	2	3	4	5	6	7	8	9	10

Considerations:

Below is an outlook of notable projects for consideration. This list is not intended to be a “comprehensive” or complete project list per facility, but rather to highlight the types of needs that were observed.

- Pool Filtration Replacement (2033) \$156,573
- Replace Boilers (2032) \$380,031
- Asphalt Maintenance and Repairs (2025-2031) \$866,226
- Replace Chiller (2030) \$501,502
- Add Dehumidification to AHU’s (2026) \$583,496
- LED Upgrade (2029) \$417,339
- Fire Alarm System Upgrade (2033) \$555,257
- Artificial Turf Replacement (2024 & 2032) \$701,000

Photos:



Worn artificial turf



Drainage issue



Settled concrete



Needed pavement repairs



Scuffs on painted surfaces



Missing sealant



Damaged restroom partition



Leaking main pool pump


# Lincoln Park MS Occupancy

Square Area  
(6' square)  
36 sq.ft per  
Occupant

Circle Area  
(6' diameter)  
29 sq.ft per  
Occupant

Room Description	Sq.Ft.	Max. Occupancy	Square Area (6' square) 36 sq.ft per Occupant	Circle Area (6' diameter) 29 sq.ft per Occupant	
1310	Art Lab	1,258	63	35	43
1320	Art Lab	1,189	59	33	41
1330	Computer Lab	1,292	65	36	45
1340	Foods Lab	1,590	80	44	55
1350	Computer Lab	1,162	58	32	40
1360	Computer Lab	1,243	62	35	43
1380	Project Lab	2,370	47		
1510	Classroom	876	44	24	30
1520	Classroom	635	32	18	22
1530	Classroom	901	45	25	31
1540	Classroom	870	44	24	30
1550	Science Room	1,215	61	34	42
1560	Classroom	875	44	24	30
1570	Classroom	869	43	24	30
1580	Classroom	873	44	24	30
1610	Science Room	1,204	60	33	42
1620	Classroom	872	44	24	30
1630	Classroom	874	44	24	30
1660	Classroom	874	44	24	30
1670	Classroom	870	44	24	30
1680	Science Room	1,217	61	34	42
2100	Cafeteria	12,934	862	359	446
2200	Gymnasium	18,412	368		
2210	Media Center	2,876	58		
2220	Computer Lab	1,281	64	36	44
2230	Computer Lab	989	49	27	34
2240	Classroom	927	46	26	32
2250	Classroom	928	46	26	32
2260	Fitness Room	1,388	28		
2300	Swimming Pool	12,315	397		
3300	Pool Viewing	3,028	500		
2400	Choir Room	1,425	71	40	49
2410	Orchestra Room	1,833	92	51	63
2420	Band Room	2,029	101	56	70
2430	Auditorium/Stage	6,426	400		
2510	Classroom	871	44	24	30
2530	Classroom	1,276	64	35	44
2540	Classroom	872	44	24	30
2550	Science Room	1,217	61	34	42
2560	Classroom	875	44	24	30
2570	Classroom	869	43	24	30
2580	Classroom	873	44	24	30
2610	Science Room	1,204	60	33	42
2520	Classroom	870	44	24	30
2630	Classroom	874	44	24	30

2660	Classroom	874	44	24	30
2670	Classroom	870	44	24	30
2680	Science Room	1,215	61	34	42
3510	Classroom	777	39	22	27
3520	Classroom	858	43	24	30
3521	Classroom	660	33	18	23
3530	Classroom	656	33	18	23
3540	Classroom	871	44	24	30
3550	Science Room	1,217	61	34	42
3560	Classroom	875	44	24	30
3570	Classroom	869	43	24	30
3580	Classroom	874	44	24	30
3610	Science Room	1,204	60	33	42
3620	Classroom	871	44	24	30
3630	Classroom	874	44	24	30
3660	Classroom	874	44	24	30
3670	Classroom	870	44	24	30
3680	Science Room	1,215	61	34	42
		116,245	5,485	1,929	2,394

 Indicates capacity at 50 sq.ft. per person or assembly room

## COW Agenda Cover Sheet

**Meeting Date:** Nov 15, 2023

**Topic:** Instructional Leadership Academy Update

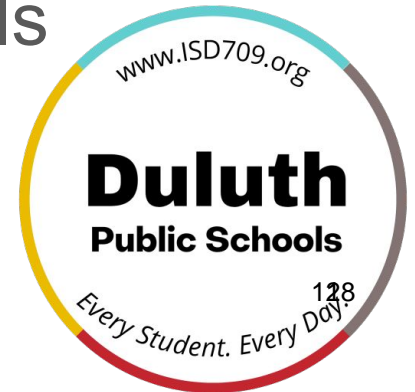
**Presenter(s):** Jen Larva and Brenda Spartz

**Attachment (yes or no):** Yes

**Brief Summary of Presentation or Topic (no more than a few sentences):** This presentation will update the board on the professional development some district leaders and the principals have engaged with from the Center of Educational Leadership. The purpose of this learning is to Advance Equity across our sites.

# Instructional Leadership Academy

Advancing Equity in our Schools



# Center for Educational Leadership (CEL)

## What CEL does:

- Through professional learning and coaching, educators develop the skills, mindsets and practices to create schools where students, particularly those furthest from justice, can be happy and proud.
- [CEL Website](#)

## How CEL approaches the work:

- Use frameworks that offer a research-based vision
- Form communities of leaders as learners
- Work from strengths moving from current state toward vision



## Who CEL focuses professional development on:

- Central Office:
  - Empower school leaders to lead for great student learning experiences and equitable outcomes.
- School Leaders:
  - Prioritize student experience to grow collective leadership for equitable instruction/environments for learning.
- Teachers:
  - Facilitate impactful opportunities for educators to grow/solve problems together ensuring all students succeed.

# Center for Educational Leadership (CEL) Journey

## **2022/2023: Leading Equitable Schools (LES)**

- Center students' experiences and stories in school leadership
- Practice listening to students in their own words without judgment, bias, or filling in the blanks
  - [Student Experience Story Guide](#)
- Focus on the [4 Dimensions of School Leadership](#)

## **2022/2023: Principal Support Academy (PSA)**

- Develop skills to strengthen instructional partnership with school leaders
- Principal Support Framework

## **2023/2024: Instructional Leadership Academy (ILA)**

- [5 Dimensions of Teaching and Learning](#)

# Instructional Leadership Academy Partnership: Outcomes

## **ILA Goals:**

- Develop school leaders' ability to understand the current state of student experience and learning, and to create a replicable process for crafting a vision for the ideal state
- Deepen school leaders' skills in observation, analysis and collaborative conversation
- Develop school leaders' skill in providing professional learning and targeted feedback for teacher growth

# Instructional Leadership Academy Partnership: Outcomes

## **Emerging Leadership Practices:**

- Developing a shared vision for student learning
- Classroom walkthroughs for data-gathering and the building of a shared vision for student learning
- Frequent, ongoing feedback to teachers around specific aspects of their practice
- Use of anecdotal, qualitative, and quantitative data focused on student growth and experience
- Differentiated professional learning that is ongoing and job-embedded

# Instructional Leadership Academy Partnership: Outcomes

Common  
language for  
high-quality  
instruction



Vision of  
Instructional  
Effectiveness



Knowing how to  
lead for that



Equity-Driven  
School  
Leadership



Equitable  
Student  
Experiences  
and  
Outcomes

183

# ILA Participants

**Facilitator:** Lisa Rooney, Center for Educational Leadership

**Sponsors:** Jen Larva and Brenda Spartz

## *Cohort 1:*

- Lora Thurston, Asst. Dir Special Services
- Nathan Anderson, Stowe Principal
- James Erickson, Laura MacArthur Principal
- Rachel Jackson, Myers Wilkins Principal
- Eve Hessler, Lowell Principal
- Beth Shermoen, Piedmont Principal
- Nathan Glockle, ALC/AEO Principal
- Barry Fisher, Lincoln Park Asst. Principal
- Mike Emerson, Ordean East Asst. Principal
- Tom Tusken, Denfeld Principal
- Joanna Sackette, Denfeld Asst. Principal
- Kyle Rock, East Asst. Principal
- Tawnya Lake, Dir of Assessment
- Danette Seboe, POSA

## *Cohort 2:*

- Jason Crane, Dir Special Services
- Darren Sheldon, Lakewood Principal
- Tom Cawcutt, Homecroft Principal
- Kathi Kusch Marshall, Congdon Principal
- Anna Cawcutt, Lester Park Principal
- Jacob Hintsala, Treatment Program Principal
- Brian Kazmierczak, Lincoln Park Principal
- Susan Lehna, Ordean East Principal
- Jodi Stacken, Ordean East Asst. Principal
- Eric Stang, Denfeld Asst Principal
- Kelly Flohaug, East Principal
- Jon Flaa, East Asst. Principal
- Shane Erickson, Lowell Asst. Principal
- Dale Uselman, TOSA Curriculum Coordinator
- Sally Weidt, TOSA Student Achievement Coordinator

# ILA Institutes Overview: Whole Group

## **Opening Institute: August 17, 2023**

- *Focus:* Key instructional leadership concepts along with key practices, including observation and analysis, to strengthen connections between understanding how students experience instruction and equity

## **Mid-Program Institute: January 22, 2023**

- *Focus:* Share learning; reinforce key skills with a focus on effective feedback

## **Closing Institute: May 1 & 2**

- *Focus:* Designing more strategic teacher learning, including the role of *targeted feedback*, to improve the quality of teaching and learning

# ILA Cohort Learning Walkthroughs

## **School-based opportunities for cohorts of leaders to develop:**

- A shared vision for an equitable student learning environment and high-quality teaching by using the 5 Dimensions of Teaching and Learning framework linked to identified student learning problems.
- Habits of thinking for instructional leadership, with a focus on removing judgment and bias from data collection and staying grounded in evidence
- Skills for observing how students experience instruction
- Strength-based stance for communicating evidence of learning, student learning experiences and teaching practice

# ILA Learning Walk Sessions: Cohort 1 & Cohort 2

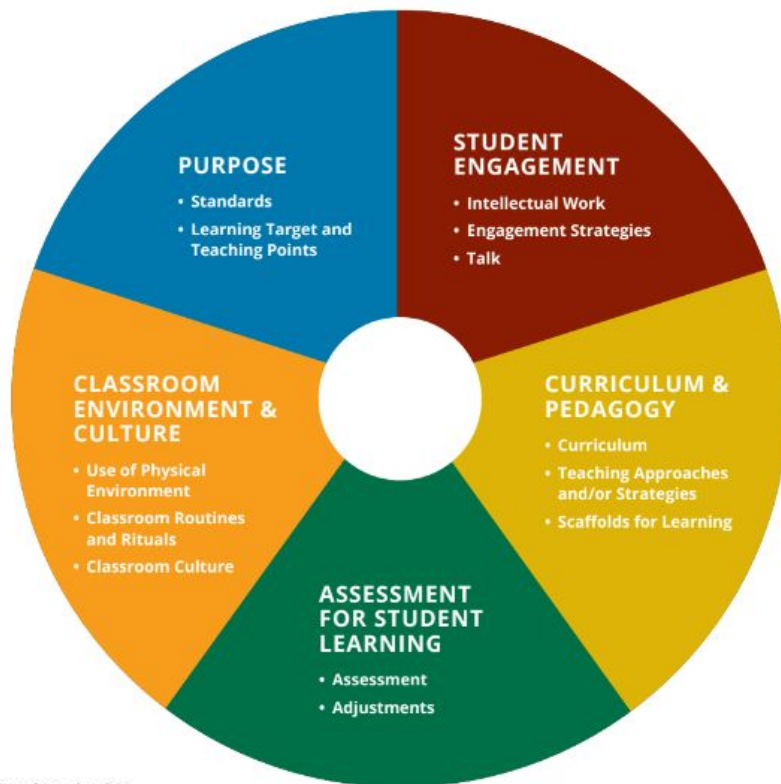
- **Learning Walk #1:**
  - October 4 - Cohort 1 - Denfeld
  - October 5 - Cohort 2 - Homecroft
- **Learning Walk #2:**
  - December 6 - Cohort 1 - Piedmont
  - December 7 - Cohort 2 - Lester Park
- **Learning Walk #3:**
  - February 7 - Cohort 1 - TBD
  - February 8 - Cohort 2 - TBD
- **Learning Walk #4**
  - April 3 - Cohort 1 - TBD
  - April 4 - Cohort 2 - TBD

# ILA Learning Walk #1: @Denfeld & @Homecroft

## Identify and discuss look-fors / listen-fors:

- Observation and scripting practice
- Ability to connect evidence to focus area
  - Purpose
  - Engagement
- Ability to take a strengths-based stance
- How leaders talk about their own practice (vs teacher practice or students)

# CEL: 5 Dimensions of Teaching & Learning





SUBDIMENSION	THE VISION	GUIDING QUESTIONS
<b>PURPOSE</b>		
<b>Standards</b>	<ul style="list-style-type: none"> <li>The lesson is based on grade-level standards, is meaningful and relevant beyond the task at hand (e.g., relates to a broader purpose or context such as problem-solving, citizenship, etc.), and helps students learn and apply transferable knowledge and skills.</li> <li>The lesson is intentionally linked to other lessons (previous and future) in support of students meeting standard(s).</li> </ul>	<ul style="list-style-type: none"> <li>How do the standard and learning target relate to content knowledge, habits of thinking in the discipline, transferable skills, and students' assessed needs as learners (re: language, culture, academic background)?</li> <li>How do the standard and learning target relate to the ongoing work of this classroom? To the intellectual lives of students beyond this classroom? To broader ideals such as problem-solving, citizenship, etc.?</li> <li>What is the learning target(s) of the lesson? How is it meaningful and relevant beyond the specific task/activity?</li> <li>Is the task/activity aligned with the learning target? How does what students are actually engaged in doing help them to achieve the desired outcome(s)?</li> </ul>
<b>Learning Target and Teaching Points</b>	<ul style="list-style-type: none"> <li>The learning target is clearly articulated, linked to standards, embedded in instruction, and understood by students.</li> <li>The learning target is measurable. The criteria for success are clear to students and the performance tasks provide evidence that students are able to understand and apply learning in context.</li> <li>The teaching points are based on knowledge of students' learning needs (academic background, life experiences, culture and language) in relation to the learning target(s).</li> </ul>	<ul style="list-style-type: none"> <li>How are the standard(s) and learning target(s) communicated and made accessible to all students?</li> <li>How do students communicate their understanding about what they are learning and why they are learning it?</li> <li>How does the learning target clearly communicate what students will know and be able to do as a result of the lesson? What will be acceptable evidence of student learning?</li> <li>How do teaching point(s) support the learning needs of individual students in meeting the learning target(s)?</li> </ul>

**STUDENT ENGAGEMENT**

<b>Intellectual Work</b>	<ul style="list-style-type: none"> <li>Students' classroom work embodies substantive intellectual engagement (reading, thinking, writing, problem-solving and meaning-making).</li> <li>Students take ownership of their learning to develop, test and refine their thinking.</li> </ul>	<ul style="list-style-type: none"> <li>What is the frequency of teacher talk, teacher-initiated questions, student-initiated questions, student-to-student interaction, student presentation of work, etc.?</li> <li>What does student talk reveal about the nature of students' thinking?</li> <li>Where is the locus of control over learning in the classroom?</li> </ul>
<b>Engagement Strategies</b>	<ul style="list-style-type: none"> <li>Engagement strategies capitalize on and build upon students' academic background, life experiences, culture and language to support rigorous and culturally relevant learning.</li> <li>Engagement strategies encourage equitable and purposeful student participation and ensure that all students have access to, and are expected to participate in, learning.</li> </ul>	<ul style="list-style-type: none"> <li>What evidence do you observe of student engagement in intellectual, academic work? What is the nature of that work? In what ways is work designed to promote sustained interest (e.g. creates value for students, generates student questions, promotes student ownership of material, etc.)?</li> <li>What is the level and quality of the intellectual work in which students are engaged (e.g. factual recall, procedure, inference, analysis, meta-cognition)?</li> <li>How are student identities and experiences surfaced and valued in the classroom to provide multiple ways of understanding and experiencing academic content?</li> <li>What specific strategies and structures are in place to facilitate participation and meaning-making by all students (e.g. small group work, partner talk, writing, etc.)?</li> </ul>
<b>Talk</b>	<ul style="list-style-type: none"> <li>Student talk reflects discipline-specific habits of thinking and ways of communicating.</li> <li>Student talk embodies substantive and intellectual thinking.</li> </ul>	<ul style="list-style-type: none"> <li>Do all students have access to participation in the work of the group? Why/why not? How is participation distributed?</li> <li>What questions, statements, and actions does the teacher use to encourage students to share their thinking with one another, to build on one another's ideas, and to assess their understanding of one another's ideas?</li> </ul>

SUBDIMENSION	THE VISION	GUIDING QUESTIONS
<b>CURRICULUM &amp; PEDAGOGY</b>		
<b>Curriculum</b>	<ul style="list-style-type: none"> <li>Instructional materials (e.g., texts, resources, etc.) and tasks are appropriately challenging and supportive for all students, are aligned with the learning target and content area standards, and are culturally and academically relevant.</li> <li>The lesson materials and tasks are related to a larger unit and to the sequence and development of conceptual understanding over time.</li> </ul>	<ul style="list-style-type: none"> <li>How does the learning in the classroom reflect authentic ways of reading, writing, thinking and reasoning in the discipline under study? (e.g., How does the work reflect what mathematicians do and how they think?)</li> <li>How does the content of the lesson (e.g., text or task) influence the intellectual demand (e.g. the thinking and reasoning required)? How does it align to grade-level standards?</li> <li>How does the teacher scaffold the learning to provide all students with access to the intellectual work and to participation in meaning-making?</li> <li>What does the instruction reveal about the teacher's understanding of how students learn, of disciplinary habits of thinking, and of content knowledge?</li> <li>How is students' learning of content and transferable skills supported through the teacher's intentional use of instructional strategies and materials?</li> <li>How does the teacher differentiate instruction for students with different learning needs—academic background, life experiences, culture and language?</li> </ul>
<b>Teaching Approaches and/or Strategies</b>	<ul style="list-style-type: none"> <li>The teacher makes decisions and utilizes instructional approaches in ways that intentionally support his/her instructional purposes.</li> <li>Instruction reflects and is consistent with pedagogical content knowledge and is culturally responsive, in order to engage students in disciplinary habits of thinking.</li> <li>The teacher uses different instructional strategies, based on planned and/or in-the-moment decisions, to address individual learning needs.</li> </ul>	
<b>Scaffolds for Learning</b>	<ul style="list-style-type: none"> <li>The teacher provides scaffolds for the learning task that support the development of the targeted concepts and skills and gradually releases responsibility, leading to student independence.</li> </ul>	



### ASSESSMENT FOR STUDENT LEARNING

#### Assessment

- Students assess their own learning in relation to the learning target.
- The teacher creates multiple assessment opportunities and expects all students to demonstrate progress towards their learning goals.
- Assessment methods include a variety of tools and approaches to gather comprehensive and quality information about the learning styles and needs of each student (e.g., anecdotal notes, conferring, student work samples, etc.).
- The teacher uses systems and routines for recording and using student assessment data (e.g., individual charts, conferring records, portfolios, rubrics) and emphasizes this data as evidence of student progress towards learning goals.
- Assessment criteria, methods and purposes are transparent and match the learning target.

#### Adjustments

- The teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons, and give targeted feedback to students.
- The teacher provides feedback that fosters students' meta-cognition to promote their role as editors of their work and that of their peers.

- How does the instruction provide opportunities for all students to demonstrate learning? How does the teacher capitalize on those opportunities for the purposes of assessment?
- What opportunities are provided for students to revise their work based on teacher and peer feedback?
- How does the teacher gather information about student learning? How comprehensive are the sources of data from which he/she draws?
- How does the teacher's understanding of each student as a learner inform how the teacher pushes for depth and stretches boundaries of student thinking?
- How do students use assessment data to set learning goals and gauge progress to increase ownership in their learning?
- How does the teacher's instruction reflect planning for assessment?
- How does the teacher use multiple forms of assessment to inform instruction and decision-making?
- How does the teacher adjust instruction based on in-the-moment assessment of student understanding?



SUBDIMENSION	THE VISION	GUIDING QUESTIONS
<b>CLASSROOM ENVIRONMENT &amp; CULTURE</b>		
<b>Use of Physical Environment</b>	<ul style="list-style-type: none"> <li>The physical arrangement of the room (e.g., meeting area, resources, student seating, etc.) is conducive to student learning.</li> <li>The teacher uses the physical space of the classroom to assess student understanding and support learning (e.g., teacher moves around the room to observe and confer with students).</li> <li>Students have access to resources in the physical environment to support learning and independence (e.g., libraries, materials, charts, technology, etc.).</li> </ul>	<ul style="list-style-type: none"> <li>How does the physical arrangement of the classroom, as well as the availability of resources and space to both the teacher and students, purposefully support and scaffold student learning?</li> <li>How and to what extent do the systems and routines of the classroom facilitate student ownership and independence?</li> <li>How and to what extent do the systems and routines of the classroom reflect values of community, inclusivity, equity and accountability for learning?</li> <li>What is the climate for learning in this classroom? How do relationships (teacher-student, student-student) support or hinder student learning?</li> <li>What do discourse and interactions reveal about what is valued in this classroom?</li> <li>What are sources of status and authority in this classroom (e.g., reasoning and justification, intellectual risk-taking, popularity, aggressiveness, etc.)?</li> </ul>
<b>Classroom Routines and Rituals</b>	<ul style="list-style-type: none"> <li>Students show responsibility for and ownership of classroom systems and routines that further independence, learning, and a culture of respect.</li> <li>Available time is maximized in service of learning.</li> </ul>	
<b>Classroom Culture</b>	<ul style="list-style-type: none"> <li>Classroom discourse and interactions reflect high expectations and beliefs about all students' intellectual capabilities and create a culture of belonging, equity and accountability for learning.</li> <li>Classroom norms encourage risk-taking, collaboration and respect for thinking.</li> <li>The classroom culture fosters the exchange of constructive feedback and celebration of growth.</li> </ul>	

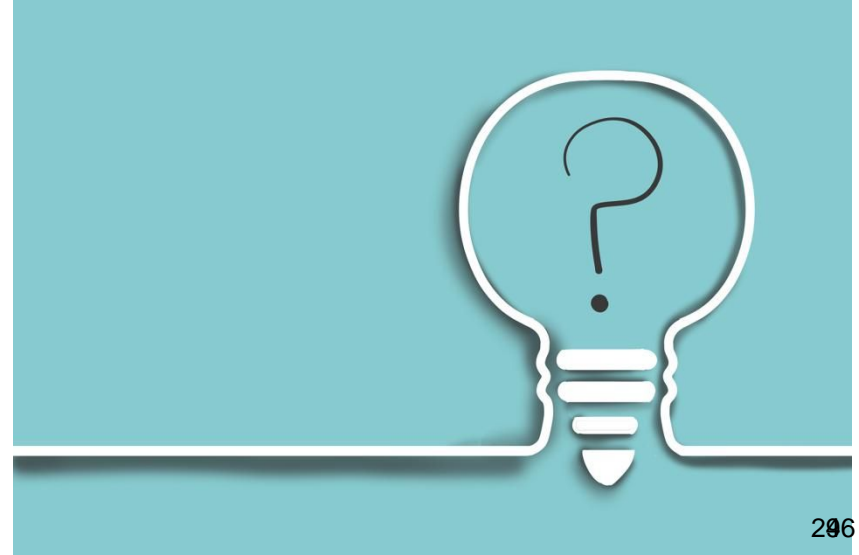
# ILA Sponsor Coaching Support

**Action Area 3:** System and school leaders create a coherent approach to help participants continuously develop knowledge, mindsets, and practices for student-focused, equity-based teacher and school leadership.

- 7 coaching sessions spread throughout the ILA partnership (8/2023 to 5/2024)
- Initial alignment of Institute and Learning Walks to district priority work:
  - Strategic Plan
  - Action Cards: PLCs, Teacher Clarity, and Elementary Literacy
  - Partnership of Regional Centers of Excellence
- Support application of new skills or habits of thinking
- Create conditions for leaders to engage in the learning with CEL

# Closing

Questions from the board



## **COW Agenda Cover Sheet**

**Meeting Date:** November, 15th 2023

**Topic:** Progress Monitoring: Social Emotional Behavioral MTSS

**Presenter(s):** Jacob Laurent

**Attachment (yes or no):** Yes, Google Slides [SEB MTSS Progress Monitoring Update](#)

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

An update on our progress on the Social Emotional Behavioral side of Multi Tiered System and Supports including underlying initiatives such as PBIS, SEL, and Project AWARE.

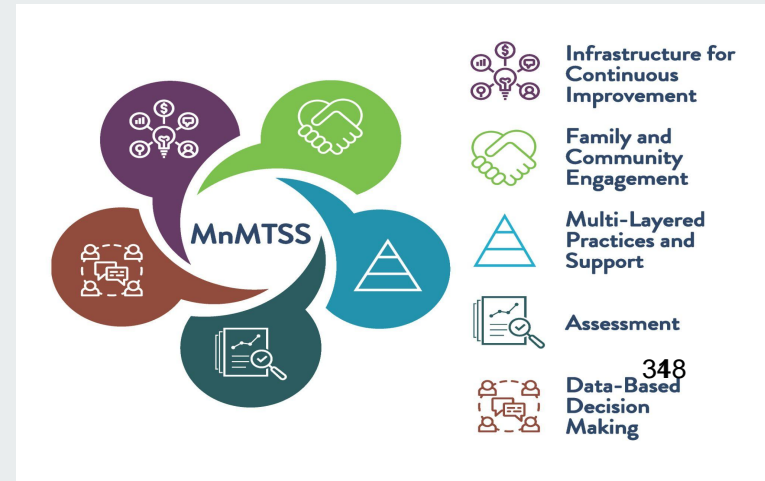
# SEB MTSS Progress Monitoring Update

COW Meeting 11/15/23

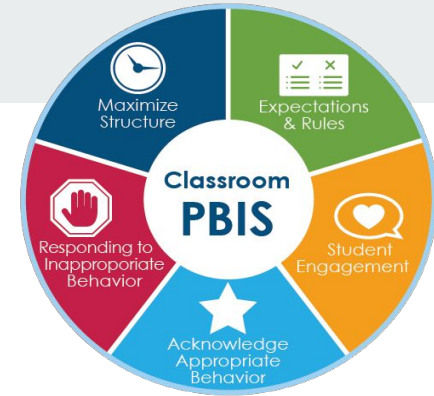
Presentation by:

**Callie DeVriendt** -Mental Health & Social  
Emotional Behavioral Multi Tiered  
System of Supports Coordinator

**Jacob Laurent** - Climate Coordinator



# PBIS & Work w/SEB MTSS Coordinators



- ❑ PBIS Cohort Trainings -
  - ❑ Refresher completed for old PBIS schools (6 sites)
  - ❑ 2 Initial PBIS cohort trainings completed for new PBIS schools (3 more to go)
- ❑ Bi-weekly meetings with SEB MTSS Coords
  - ❑ Tiered Fidelity Inventory w/ Culturally Responsive Field Guide & Climate Surveys were completed in October. Awaiting compiled data since survey windows just closed.
  - ❑ Attendance Campaign
  - ❑ Bus incidents/referrals & positive reinforcement to address this
  - ❑ Behavior Response Plans Revisited
  - ❑ Data review & EduClimber Training (data warehouse)
  - ❑ Exploring partnership with site PBIS and KeyZone



## Upcoming Professional Development/Trainings

Social Thinking Tier 2 Curriculum training scheduled (3 hours virtual)

- ❑ 11/28/2023

**December 4th PD Day:**

- ❑ Tier 2 SEB MTSS Training for all staff (primary focus on tier 2A menu of interventions)
- ❑ Restorative Practices Training on fundamentals of RP & community building circle overview
  - ❑ LPMS will conduct a more advanced training for that site on RP

**Restorative Practices Circle Training scheduled for up to 30 people**

- ❑ January 9th & 10th 2024 (2 Day):

**PBIS cohort trainings upcoming:**

- ❑ 11/29/2023
- ❑ 1/16/2024
- ❑ 2/15/2024



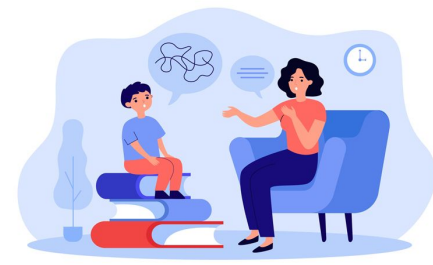
## SEL: Second Step & BASE (Tier 1 SEL Curriculum)

- Second Step is a Pre-K-8th grade social emotional learning curriculum
  - Year 3 of 5 year commitment (ESSER funded) for Second Step digital curriculum
  - Year 2 completion data (goal 85%)
    - Elementary = 91.7%; Middle = 85.8%
- Purchased Second Step posters and staff lanyards, Spanish posters, bullying prevention kits for elementary, and after-school time kits for Keyzone
- In process of exploring translation of all 120 Elementary 2nd Step lessons into Ojibwe
- Purchased SEL curriculum for East H.S. for 3 years - BASE Education. (Project AWARE funded) In process of planning the rollout for second half of school year.



## Project AWARE

- ❑ Conducted first SHAPE assessment of the year. SHAPE measures our success with building a more comprehensive mental health system. In comparing scores from last year to this year, scores have increased, particularly around development of Tiers 1 & 2.
- ❑ Purchased additional calming kits for classrooms and distributed where needed
- ❑ Navigating a variety of situations with community mental health and SEB MTSS related partnerships. Including expansion of services and troubleshooting barriers.
- ❑ Retrained Social Workers, Counselors and Principals on our suicide risk protocol. Developed protocol related to the new 988 mental health crisis line number.
- ❑ Youth Mental Health First Aid training in planning process (3 trainings before February)



# Project AWARE Mental Health Referral Data

## Referral Numbers to On-Site (Co-Located) Therapy Providers:

From July 1st-September 30th 2023 (Summer through 1st month of school 2023):

- 84 mental health referrals were made to co-located therapy providers district wide
- 38 students went on to receive services & 54 were still pending by October 1st
- 231 students district wide were actively receiving therapy services on site by October 1st

Last School Year from June 2022-July 1st 2023:

- 471 students district wide were referred to mental health co-located therapy services



## Other SEB MTSS Updates and Goals for 23-24

- Update Discipline Policy
- SEB MTSS Handbook Development
- SAEBRS universal screening
- Safe Harbor & Trafficking Protocol
- Key Zone & after school time collaboration with PBIS
- Transition Process for upper level care
- Increased gen ed CPI Training/non violent crisis intervention
- Gender Regulation (June 15th) & continued updates to Student Records Form
- Second Step Bullying Prevention Kits
- Pathways for intensive drug and substance treatment
- Risk Mitigation, Crisis Recovery
- MOUs with a dozen partners

## **COW Agenda Cover Sheet**

**Meeting Date:** November 15, 2023

**Topic:** Head Start Annual Report to the Public

**Presenter:** Sherry Williams

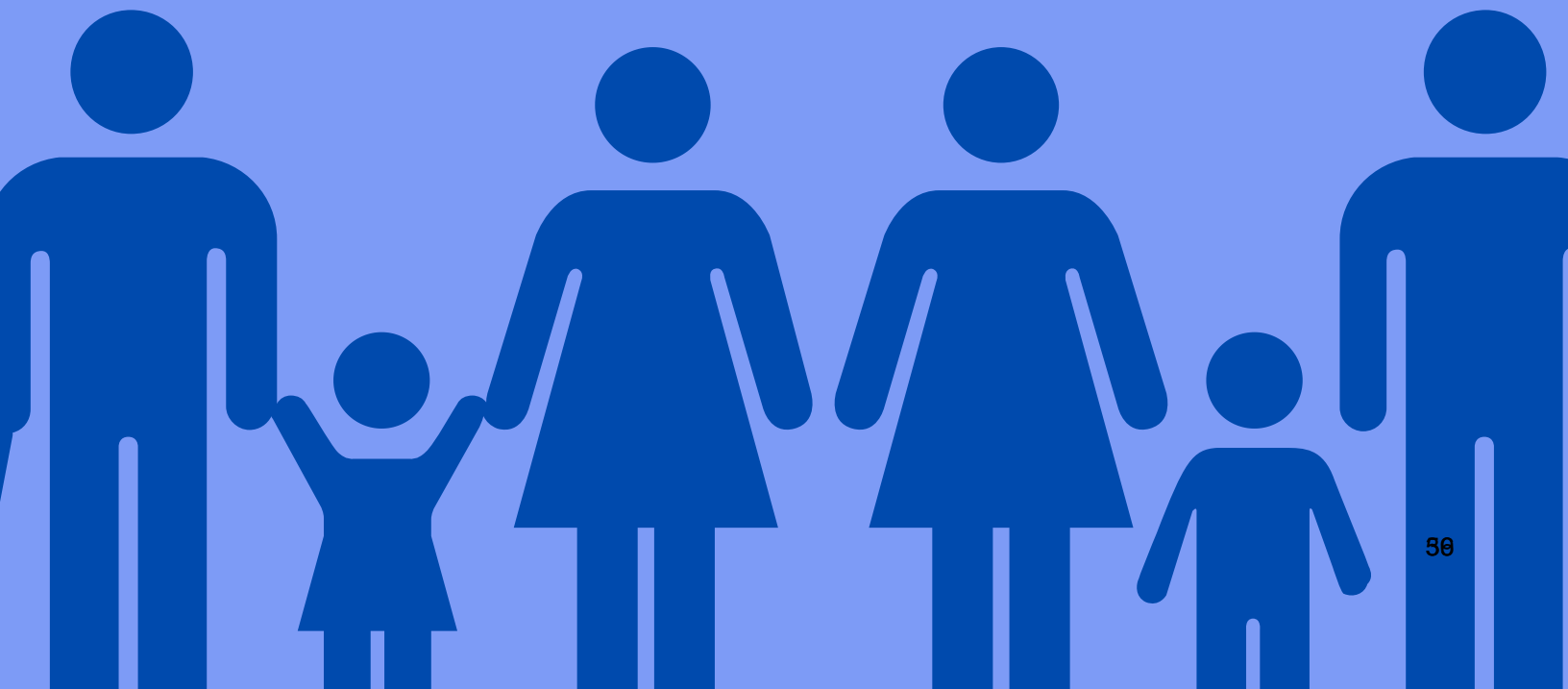
**Attachment:** Yes

**Brief Summary of Topic:** The Annual Report to the Public is required to share data about the Head Start program from the most recently concluded fiscal year.

ANNUAL REPORT TO THE PUBLIC  
2022-2023



DULUTH  
HEADSTART/  
PRESCHOOL



# Mission

The mission of Duluth Head Start is to provide services for income eligible preschool children and their families. These services include opportunities to enhance social and cognitive skills, increase health and wellness and build upon family strengths. Working together, we strive to create a strong learning community in order to achieve success both in the classroom and beyond.

We offer preschool services in seven of Duluth's elementary schools. Our state funded Head Start program offers home visiting services to families- including families experiencing homelessness. This includes our spots for Early Head Start. We have 18 spots reserved for children from birth through age three. Many preschool age children whose families are experiencing homelessness take advantage of the McKinney-Vento Act and are bussed to their home schools while their families are without housing.

# Funding

Duluth Head Start receives grants from the Office of Head Start and the State of Minnesota through the Minnesota Department of Education. Additionally, we receive funds through the State Pathway II Early learning scholarships.

---

## Federal Head Start Budget

**\$2,597,984**

This number includes our base grant funding and additional COLA and QI Funds that were awarded. This money funds personnel (\$2,485,205). The remainder is spent on things that support staff to work district wide to support families - cell phones, taxi services for families, mileage reimbursement, and classroom supplies. Indirect costs to the district also come out of this budget. \$28,958 from this budget is earmarked for training and technical assistance for both staff and families. This money funds us to serve 224 children, though our numbers remained lower than that likely due, in part, to the changing needs of families since the Covid-19 pandemic. We served 191 families in the 2022-23 school year. 49 of those were families of three year old's whose child returned for a second year.

## State Head Start Budget

**\$401,253**

These funds provide our program the opportunity to offer several unique ways to support families. Families in Transition staff are supporting 17 children whose families are experiencing homelessness. Homelessness of families with very young children is on the rise in Duluth. We have 12 slots for Early Head Start (pregnant mothers to age 3) and 5 preschool slots. Many preschool aged children whose families are experiencing homelessness take advantage of the McKinney Vento Act and are bused to preschool classrooms that parents have identified as the schools they plan on attending for kindergarten. State funding also supports Home Base option for 12 families who, for many reasons, cannot access our classrooms across the city. \$358,162, is dedicated to staff wages and fringe benefits, while the remainder is spent on things to support staff such as cell phones, taxi services for families to attend class, socializations, doctor appointments, classroom supplies, and mileage reimbursements. State funded enrollment for 2022-23 was 29.

---

## Pathways II Early Learning Scholarship Award

**\$191,040**

This money supports the classroom with additional paraprofessional assistance to reduce the class size and assist in serving food in our classrooms. We serve breakfast, lunch, and snacks in our full day classrooms, and breakfast and lunch, or lunch and snack in our half day programs. Serving meals in our rooms allow us the opportunity to both provide nutritious meals, but also to do nutrition education. Self-help skills and engaging in discussions at the table are also time well spent in an early childhood classroom.

---

## Audit

The audit that was done for the 2022-2023 school year shows there were no audit findings for Head Start. A copy of the audit is available through our office. Follow the contact information at the end of this report.

Duluth Preschool believes that ALL children should have strong bodies, strong minds, and strong families.

## Celebrating Diversity

We are fortunate to serve a diverse population of children and families. Here is the demographic makeup of our students for the 2022-2023 school year.



6% Hispanic/Latino  
11.5% American Indian  
1% Asian  
12% Black  
45.5% White  
23.4% Mixed Race  
\*We also had 12 Dual Language Learners

## STRONG BODIES

### Addressing Health Needs

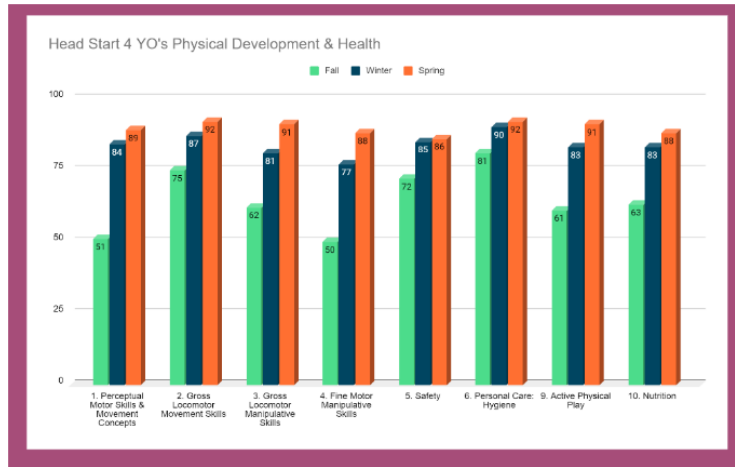
Part of the comprehensive service provided by Head Start is to assist families with their health needs.

We work to ensure all families have a source of ongoing and continuous health insurance. With our cumulative enrollment at 191 children, 92% had health coverage at the end of the year. 98% had an ongoing source of continuous, accessible health care. At the beginning of the year, only 19% of students were up to date on their yearly physical exams, and at the end of the year that number was 69%. 92% percent of our children were up to date on their immunizations. 97% percent have what we call a Dental Home meaning they have an identified dentist. 81% of students received preventative dental care during the school year.

### Nutrition Services

A licensed nutritionist works with families to support access to healthy foods, including students with special dietary needs.

## Children's Growth in the area of Physical Development and Health



## Collaboration with Duluth YMCA

With our YMCA collaboration, 72 preschool children went to a six week anti drowning program at the Y called, "Safety Around Water". 286 day passes were distributed to families.

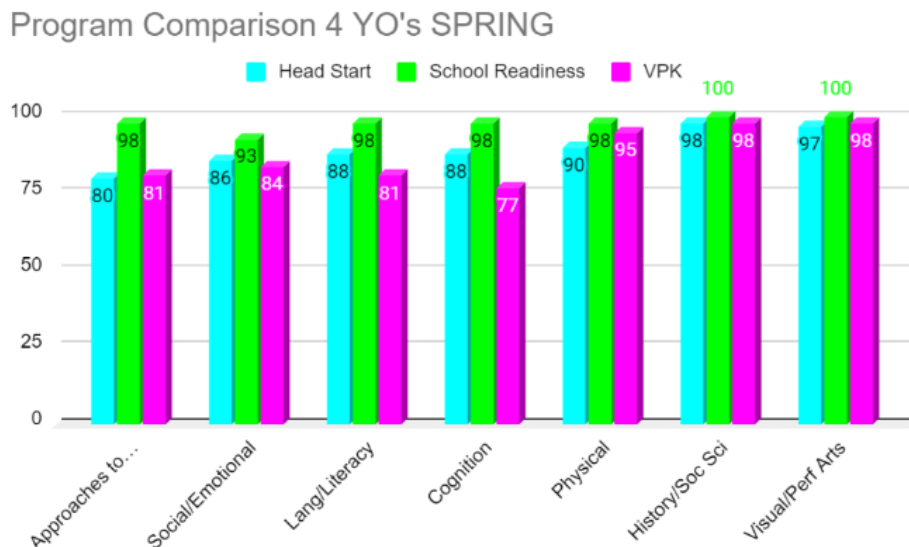
# STRONG MINDS

## Getting Children Safely to Preschool

86 children rode safely to school following the implementation of Safe Delivery of Preschool Children Training for Parents and bus drivers.

## Preparing Children for Kindergarten

Our assessment tool is the Desired Results Developmental Profile. It measures all domains of learning. Data is collected three times per year. The following graph compares how four year old children from all three funding streams performed across all domains



# 12.2%

OF OUR CHILDREN STARTED THE YEAR RECEIVING SPECIAL EDUCATION SERVICES

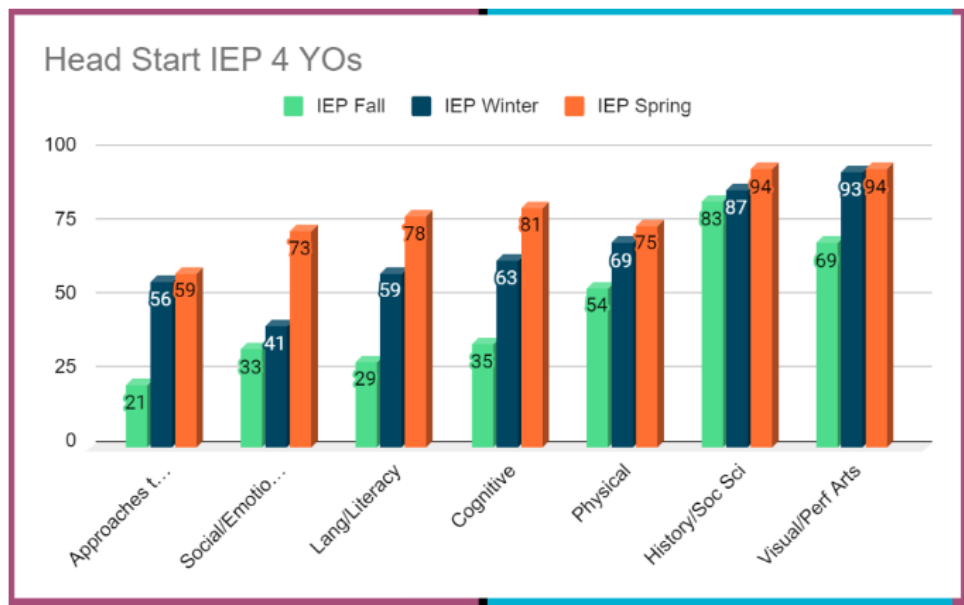
# 26.6%

OF CHILDREN IN OUR PROGRAM RECEIVED SERVICES FROM SPECIAL EDUCATION BY THE END OF THE YEAR.

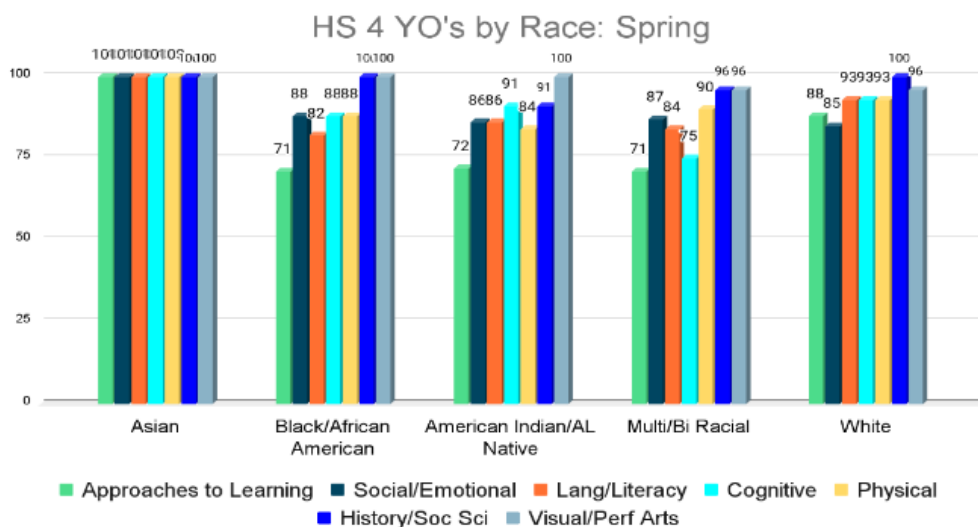
# 46%↑

47 CHILDREN HAD MENTAL HEALTH REFERRALS IN 2022-23. A 46% INCREASE FROM 2021-22.

As a fully inclusive program, we pay close attention to the achievement of students on IEPs, making sure their rate of growth is similar to all other student groups. The following graph illustrates student growth for Head Start 4 year olds with IEPs.



With an eye on equity, we monitor all subgroups of children.



# UMD Study

Last year the Storer Foundation funded a study done by UMD to study the impact of nature based learning on receptive and expressive vocabulary to be done with our program.

Questions they proposed to answer were:

1. Does nature-based early learning support preschoolers' receptive and expressive vocabulary, and is the relationship between nature-based learning and vocabulary mediated by the quality of teacher-student interactions?
2. Can nature-based early learning moderate the relationship between socioeconomic status and preschoolers' vocabulary?


Preliminary findings suggest that incorporating some nature based practices into an early learning setting supports significant receptive vocabulary growth, especially for children from lower socioeconomic backgrounds. We will share the published results when they are available.

Here is the one page publication based on the study we participated in last year:

## Flourishing in Nature

### Harnessing the Potential of Nature-Based Practices to Elevate and Equalize Executive Function Outcomes

**Overview.** Executive function (EF) skills are attention-regulation skills that allow conscious planning and the ability to work towards goals. EF skills include inhibitory control (impulse control), cognitive flexibility (attention switching), and working memory (mentally "holding" and using information). EF has been particularly emphasized in early childhood education over the last two decades, due to the growing recognition of its importance to young children's cognitive and social-emotional development, school-related behavior, and academic success. EF skills are critical, as they are the foundation for learning and are relied upon throughout life. This study investigated the effect of nature-based practices on young children's EF. The Minnesota Executive Function Scale was administered to 147 preschool children within one public school district at the beginning and end of the 2021-2022 school year.



**Comparison of Posttest EF Across Preschool Types**  
\*controlling for pretest, age, and gender

Preschool Type	Posttest EF Score (approx.)
Less Nature	51
Blended	58
Nature	55

**Results.** Incorporating nature-based practices into preschool was effective. Children in classrooms where nature-based practices were used had significantly higher EF levels than children in classrooms where nature-based practices were more minimally used. Preschools that used a blended approach (some incorporation of nature-based practices) were particularly effective. Results also suggest the effectiveness of nature-based practices for equalizing EF outcomes among SES subgroups that typically differ in level of EF. Posttest EF levels for the lower SES preschoolers in classrooms where nature-based practices were used were on par with their higher SES peers. Further, lower SES children in classrooms using nature-based practices significantly exceeded EF developmental expectations.

**Conclusion.** This study suggests benefits of nature-based practices can occur within a publicly-funded school district, with participants of lower SES, and in urban settings. While private nature preschools often have the resources and flexibility to support to learning outcomes through means of their choosing, a blended approach may offer an effective intervention for supporting school readiness that is closer to a typical classroom context. Thus, not only is it more accessible to public preschools, it is likely more acceptable and feasible. Ultimately, the blended approach can be a vehicle toward greater equity in terms of who experiences and ultimately benefits from nature-based early learning practices.

Citation: Ernst, J., Sobel, D., and Hall, A. (2022). Executive function in early childhood: Harnessing the potential of nature-based practices to elevate and equalize outcomes. Front. Educ., 7(1011912). doi: 10.3389/educ.2022.1011912

ANTIOCH UNIVERSITY NEW ENGLAND | UNIVERSITY OF MINNESOTA DULUTH Driven to Discover | GEORGE B. STORER FOUNDATION

## Attendance

30% of Head Start students had high rates of absenteeism last year. Illness and transportation were some of the main reasons. This will be an area we will focus on moving forward.

# STRONG FAMILIES

## Parent Family and Community Engagement

### Policy Council

Policy Council met in person for most months. Exceptions were made when winter weather was difficult or childcare staff were unavailable. For those meetings we were able to meet virtually, thanks to skills gained over the pandemic.

Policy Council had two active fathers, along with four active mothers. We reached a quorum every month. We were able to take a Policy Council member with us to the National Head Start Association Annual Conference in Phoenix, AZ when we presented on our topic, 'Nature for All.'

### Parent Family Community Engagement

#### Most frequent services received:

- Kid's Closet
- Backpack Program
- Emergency/ Crisis
- Parenting Education
- Housing
- Adult Education
- Asset Building
- Transportation
- Mental Health
- Employment
- Custody

**74**

families engaged in Family Partnership Goal Agreements

**32**

families of preschoolers set 39 Family Goals

**77%**

of families surveyed participated in some type of Family Event.

That's 200 adults and 230 children

We had our First City-Wide end of the year event at the Great Lakes Aquarium. 89 families, 165 children and 16 staff members attended.

## Governor Tim Walz

Governor Tim Walz visited our Laura MacArthur Full Day Head Start Program, along with Mayor Emily Larson. 3 Policy Council members were there to greet them. They were thrilled to meet such important people.



## Community Partnerships

In the 2022-2023 school year, we partnered with the following organizations:

Arrowhead Economic Opportunity Agency

Children's Dental Service

CHUM: Steve O'Neil Apartments

City of Duluth: Washington Center

Duluth Children's Museum

Duluth Public Library: Every Child Ready

Duluth Zoo

East Side Neighborhood Development Company

Family Freedom Center

First Witness

Great Lakes Aquarium

Help Me Grow

ISD 709: Early Childhood Special Education

ISD 709: American Indian Education Department

ISD 709: Adult Education

Kid's Closet

Lifehouse

Lincoln Park Child and Family Collaborative

Minnesota Reading Corps

Safe Haven Shelter

Salvation Army

St. Luke's Pediatrics

Star of the North Maternity Home

Thrive

UM Extension Service

University of MN Duluth: College of Education and Human Service Professions

YMCA

# Duluth Preschool

Our classrooms blend funding from School Readiness and Head Start to deliver services that meet the Head Start Performance Standards. Voluntary PreK is also under the umbrella of Duluth Preschool. We are the only Head Start program in the state of MN in which a school district is the grantee. Duluth Public Schools have had a Head Start program since its inception in 1965.

For more information regarding our program contact us online, by phone, or in person.

We welcome you!

Duluth Head Start  
709 Portia Johnson Drive  
Suite 209  
Duluth, MN 55811  
218-336-8815  
[www.isd709.org](http://www.isd709.org)



**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 14, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	6
3) Facilities Department Report	8
a. Amendment to Central Overlook Development Agreement	9
4) Technology Department Report	17
5) Transportation Department Report	18
<b>3. <u>Recommended Resolutions</u></b>	
A. B-11-23-3994 - Acceptance of Donations to Duluth Public Schools	19
B. B-11-23-3995 - Acceptance of Grant Awards to Duluth Public Schools	20
<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	21
B. Finances	
1) Financial Report	23
2) Fundraisers	24
C. Bids, RFPs, and Quotes	
1) QUOTE #4388 - OPG-3 Content Management	25
D. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. Expenditure Contracts	26
B. No Cost Contracts	90
C. Revenue Contracts - None	
D. Grant Applications	108

## Human Resources Report Summary November 2023 Activities

### Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	3	29
<b># Retirements</b>	3	0
<b># Resignations</b>	2	13
<b># Leave of Absences</b>	2	6

### HR Department Updates:

In October, the HR team was busy processing lane changes for certified staff. We had over 84 teachers increase lanes this school year. Staffing and Budget meetings continued throughout October and we are about 80% complete.

In October, the District received an award from the MN Department of Employment and Economic Development for our commitment to advancing employment access & equity in employment for people with disabilities.

### Benefits Updates:

The Benefits Department hosted a Teachers Retirement Information Session in partnership with TRA on October 19th. In addition, a similar session for employees who pay into PERA will be hosted on November 6th. An FSA/HRA and 403b information session was hosted on October 23rd to help people prepare for Open Enrollment. Open Enrollment will run November 1st through November 15th. Our first District Retirement Information Session will be hosted on November 16th for anyone considering retirement in the next year or so. These sessions cover the process of retiring from the District, as well as paying for health insurance post-retirement and severance/HCSF packages.

**Hiring Updates:**

**Current Openings:**

**Certified:**

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

**Non-Certified:**

Child Nutrition (5)  
Clerical (4)  
Maintenance (11)  
*Floating Custodian (3)*  
*Master Electrician (1)*  
*Engineer II (2)*  
*Second Shift Engineer I (4)*  
*Second Shift Engineer II (1)*  
  
Playground/Cafeteria Monitor (7)  
  
Transportation (8)  
*Bus Helper (7)*

Paraprofessionals (11)  
*Duluth Preschool Paraprofessional (2)*  
*Early Childhood SpEd Paraprofessional (1)*  
*Licensed Sign Language Interpreter (1)*  
*Sign Language Facilitator (1)*  
*Sp. Ed. Building Wide Paraprofessional (1)*  
*Sp. Ed. Program Paraprofessional (4)*  
*Sp. Ed RN or LPN Paraprofessional (1)*

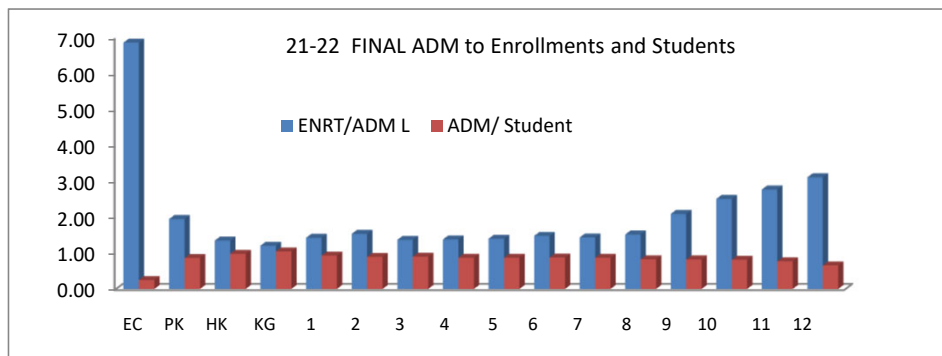
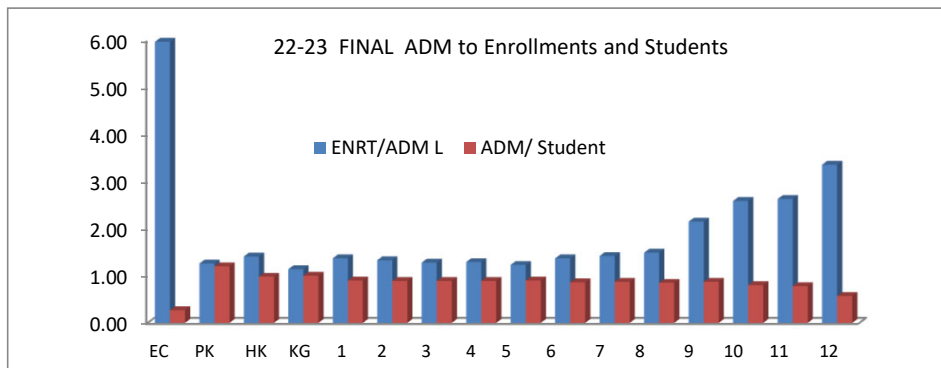
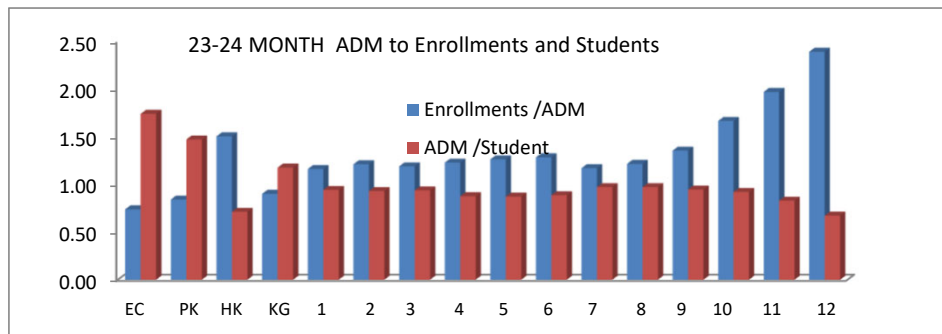
**Contract Negotiations:**

Principal contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association, and Integration Specialists and are still working with the Duluth Federation of Teachers on topics of interest. The Clerical Unit and the Non-Certified Business Administrators Association have decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	293	228	213	396.78	102.00	0.74	1.74
PK	78	63	66	92.70	42.65	0.84	1.47
HK	179	167	152	119.00	90.00	1.50	0.71
KG	456	430	445	505.77	522.00	0.90	1.18
1	699	639	620	601.65	605.00	1.16	0.94
2	696	618	592	574.48	602.00	1.21	0.93
3	713	640	618	599.71	586.00	1.19	0.94
4	677	629	603	551.13	585.00	1.23	0.88
5	696	632	603	551.13	604.00	1.26	0.87
6	748	657	637.3	582.48	509.00	1.28	0.89
7	652	574	551.75	557.14	559.00	1.17	0.97
8	744	630	606.25	612.18	585.00	1.22	0.97
9	904	706	677.65	667.72	648.00	1.35	0.95
10	1190	776	725.2	714.57	650.00	1.67	0.92
11	1271	778	654.85	645.26	680.00	1.97	0.83
12	1586	986	673.08	663.22	625.00	2.39	0.67
PS	209	148	0	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>11582</b>	<b>9153</b>	<b>8438.08</b>	<b>8434.91</b>	<b>7994.65</b>	<b>1.37</b>	<b>0.92</b>

+proj-budg> 440.26

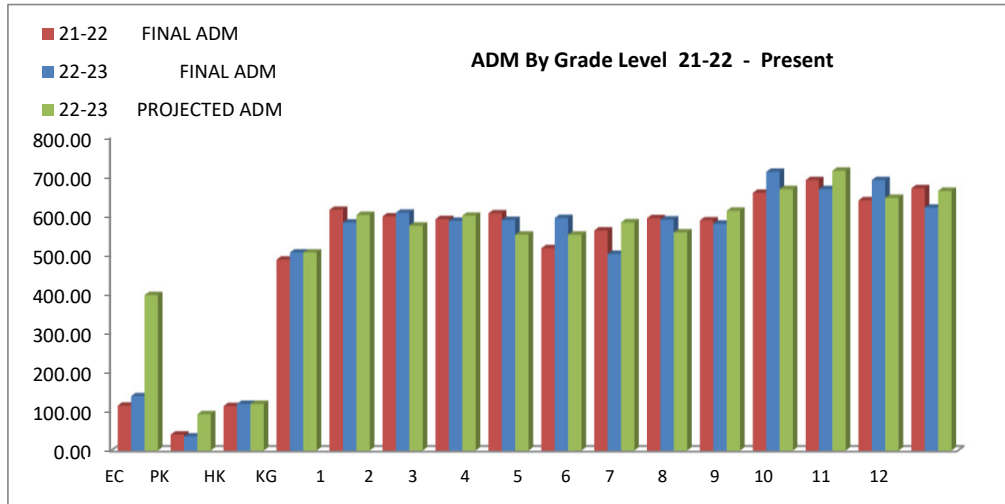


**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
November 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	293	228	213	396.78	102.00	0.74	1.74
PK	78	63	66	92.70	42.65	0.84	1.47
HK	179	167	152	119.00	90.00	1.50	0.71
KG	456	430	445	505.77	522.00	0.90	1.18
1	699	639	620	601.65	605.00	1.16	0.94
2	696	618	592	574.48	602.00	1.21	0.93
3	713	640	618	599.71	586.00	1.19	0.94
4	677	629	603	551.13	585.00	1.23	0.88
5	696	632	603	551.13	604.00	1.26	0.87
6	748	657	637.3	582.48	509.00	1.28	0.89
7	652	574	551.75	557.14	559.00	1.17	0.97
8	744	630	606.25	612.18	585.00	1.22	0.97
9	904	706	677.65	667.72	648.00	1.35	0.95
10	1190	776	725.2	714.57	650.00	1.67	0.92
11	1271	778	654.85	645.26	680.00	1.97	0.83
12	1586	986	673.08	663.22	625.00	2.39	0.67
PS	209	148	0	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>11582</b>	<b>9153</b>	<b>8438.08</b>	<b>8434.91</b>	<b>7994.65</b>	<b>1.37</b>	<b>0.92</b>

+proj-budg> 440.26

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 FINAL ADM
EC	186	95.45	156	114.57	-41.43	394	139
PK	68	41.58	70	40.57	-29.43	81	36
HK	77	83.52	101	113.54	12.54	132	119
KG	520	516.69	502	487.64	-14.36	487	506
1	596	588.40	616	614.82	-1.18	587	582
2	582	574.16	593	597.78	4.78	611	607
3	617	597.62	603	590.84	-12.16	588	587
4	523	507.84	621	605.84	-15.16	603	589
5	558	540.73	527	516.78	-10.22	608	594
6	576	542.05	577	561.90	-15.10	505	502
7	586	581.07	604	593.59	-10.41	600	590
8	576	555.74	601	587.95	-13.05	596	579
9	723	695.44	687	658.15	-28.85	720	712
10	680	650.09	717	690.45	-26.55	656	668
11	734	672.61	680	638.94	-41.06	688	691
12	756	621.11	832	669.75	-162.25	548	620
<b>Total:</b>	<b>8358</b>	<b>7864.10</b>	<b>8487</b>	<b>8083.11</b>	<b>-403.89</b>	<b>8404</b>	<b>0</b>



# Child Nutrition Report

## October 2023

### September Meal Counts

Week of:	Breakfast 10/2/2023	Lunch 10/2/2023	Breakfast 10/9/2023	Lunch 10/9/2023	Breakfast 10/16/2023	Lunch 10/16/2023	Breakfast 10/23/2023	Lunch 10/23/2023	Breakfast 10/30/2023	Lunch 30-Oct	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	362	1708	362	1642	256	1005	410	1618	149	614	1539	6587	77	329
<b>Denfeld</b>	1233	2862	1177	2874	713	1633	1116	2689	460	1147	4699	11205	235	560
<b>Harbor City</b>											0	1796	0	90
<b>East High</b>	1218	2558	1224	2555	767	1570	1258	2450	444	1072	4911	10205	246	510
<b>Homecroft</b>	817	1778	795	1505	465	1041	747	1760	262	725	3086	6809	154	340
<b>Lakewood</b>	447	937	439	914	266	569	462	928	156	379	1770	3727	89	186
<b>Lester Park</b>	743	1943	725	1956	418	1185	717	1858	229	715	2832	7657	142	383
<b>Lincoln park</b>	903	2248	972	2193	590	1375	929	2163	341	914	3735	8893	187	445
<b>Lowell</b>	1625	2484	1638	2425	965	1472	1505	2444	509	989	6242	9814	312	491
<b>Laura Macart</b>	1039	1228	1030	1240	586	722	994	1214	397	514	4046	4918	202	246
<b>Myers-Wilkin:</b>	894	1354	913	1340	535	804	833	2666	256	553	3431	6717	172	336
<b>Ordean/East</b>	643	3429	735	3373	424	2004	665	3280	221	1445	2688	13531	134	677
<b>Piedmont</b>	1527	1922	1496	1905	902	1144	1467	1921	570	776	5962	7668	298	383
<b>Rockridge</b>	170	200	171	203	106	126	175	217	67	86	689	832	34	42
<b>Stowe</b>	819	874	825	902	512	534	852	916	188	354	3196	3580	160	179
<b>ALC</b>	37	98	59	70	41	61	59	108	15	29	211	366	13	23
	5 days	4ALC	5 days	4 ALC	3 days	3 days alc	5 days	4 days ALC	2 days	1 day ALC				
	12477	25623	12561	25097	7546	15245	12189	26232	4264	10312	49037	104305	2454	5220
<b>Denfeld Supp</b>	Mon-thurs		62				264		150			476	TOTAL	
Daily average	started 10/10		1 day		0 days		4 days		2 days			7	68	Daily

### Farm to School Month

October was Farm to School Month in Minnesota.

In honor of Farm to School Month we featured Honeycrisp and SnowSweet apples from Moose Mountain Apple Company and Westcott Orchards. The students took part in the statewide Apple Crunch day on 10/12/23. Students state wide crunch into local apples on that day. There were coloring book pages and stickers as well as information about the farms.

Child Nutrition also featured Multi Colored carrots from FRESHA farms, corn on the cob and also treated the students to Real Maple Syrup from Maple Masters Farms.

Child Nutrition buys local as often as possible all year long for fresh fruits and vegetables. These are distributed by the Department of Defense Fresh Fruits and Vegetable program using our commodity fund dollars.

### USDA Farm to School Census Survey

Child Nutrition was asked to submit our information for the USDA Farm to School Census Survey. Results of that survey will be available in a few months.

### Farm to School Full Tray Grant for School year 2024/2025

The grant was completed and submitted for next school year. This is a 50 50 matching grant. Growing off of this year's program and purchases, we are asking for \$10,000 and will match with the same.

Challenges from farm to school programs continue to be distribution to all 15 sights, as well as getting farms to work with. Product sizes don't fit the USDA model for serving sizes, (apples are too big or too small) so that becomes an issue as well as following safe food guidelines in both the harvest and transportation.

### Training for Managers and cooks

Training was held during the MEA break for our managers and cooks. Representatives from ECOLABS were present to review dish machine operations and cleaning requirements. Rational Ovens Representative was

also here for training and fielding of questions from our employees. Great training session with great input from our employees.

### **Denfeld Afterschool Supper Meals Program**

Supper meals were started on October 10<sup>th</sup>, 2023 at Denfeld Highschool. The meal schedule matches the programming dates of the DASH afterschool program, as it is an enrichment activity. (A crucial criterion for offering the supper meals program) Monday through Thursday we will be serving supper. The students were happy to see this option back.

### **Fresh Fruit and Vegetable program (FFVP)**

The fresh fruit and vegetable program began again in October at Myer Wilkins Elementary School. This program is run under a grant from MDE and is intended for elementary schools that are over 60% Free and Reduced student populations. The items are offered twice a week and the intention is to give students a taste of fruits and vegetables they might not otherwise get exposed to at home. The community schools personnel are crucial in the success of this program, as the items are distributed by them to the classrooms and must be consumed outside of the breakfast and lunch programs. This program will run the entire school year, or until funds are depleted.

# Facilities Management & Capital Project Status Report November 1st, 2023

## **Facilities Management – Maintenance and Operations - General**

- In the past month, the Facilities maintenance crews have completed 358 work orders and are currently working on 295 open work orders.
- Facilities will be moving forward with a new Computer Maintenance Management System (CMMS). We are looking at Facilities Pro to replace the obsolete School Dude work order scheduling system.
- Operational Licensing walk-throughs with the Fire Marshal are ongoing through the schools. Piedmont, Laura MacArthur, and Denfeld are completed. All items have been addressed and corrected. East High School inspection is scheduled for November 9th.
- High School Auditoriums are scheduled for all equipment inspections with Southern Minnesota Inspections and the Fire Marshal's office on November 27th.
- Request for Information (RFI) to go out to the Duluth News Tribune for upgrading lighting in district schools to LED's

## **Capital Construction**

- All summer construction projects are now closed and were completed on time and on budget.
- Quote for the repair of the French Drain at Lowell Elementary hillside was accepted and PO has been issued to Northland Constructors. Work was able to start on Nov 6th 2023.
- An RFP is being developed for the renovation of the pool at Lincoln Park Middle School.
- First walk through meeting with Architects and Engineers for DNT building renovation happened on November 1st.

## **Discussion with Legal Representation**

- PSS Track Lane 1 Ponding Remediation is still ongoing, Re-painting of the track as final point of discussion. waiting on approval.
  - Closing date on the sale of the old transportation building was on October 6th
  - The closing date for the purchase of the Duluth News Tribune building was October 20th. All final Tribune items will be removed by November 22nd.
- 
- **Construction Tasks “On The Hill”**
    - DSC, Facilities and Transportation Buildings punch list items are being finalized with ICS and associated contractors.
    - Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

## **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.

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

**between**

**CITY OF DULUTH**

**and**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**Dated as of \_\_\_\_\_, 202\_\_**

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”), effective as of the date of attestation hereof by the City Clerk, is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota (“City”), and Independent School District No. 709 (“Developer”).

WHEREAS, on August 3, 2022, Developer and City entered into a Development Agreement (as amended by this First Amendment, the “Development Agreement”) in relation to the property owned by Developer that is to be legally described (upon completion of the replatting process) as set forth on the attached Exhibit A (the “Property”).

WHEREAS, the Development Agreement was registered in the Office of the St. Louis County Registrar of Titles on \_\_\_\_\_, 20\_\_ as Document No. \_\_\_\_\_ and recorded in the Office of the St. Louis County Recorder on \_\_\_\_\_, 20\_\_ and Document No. \_\_\_\_\_; and

WHEREAS, Developer and City wish to amend the Development Agreement as set forth in this First Amendment.

NOW, THEREFORE, City and Developer agree to amend the Development Agreement as follows:

1. Capitalized terms used in this First Amendment that are not defined in this First Amendment have the meanings set forth in the Development Agreement.

2. Paragraph 4.A. of the Development Agreement is amended and replaced in its entirety with the following paragraph 4.A.:

*A. Recording of Agreement. Immediately following recording of the Plat, Developer shall record this Agreement, and any then-existing amendments hereto, against the District Development Property in the Offices of the County Recorder and the Registrar of Titles for St. Louis County, Minnesota and shall deliver recorded copies of this Agreement and*

*all amendments to City's Director of Planning and Economic Development (the "Director").*

3. The following paragraph 22 is added to the Development Agreement:

*22. Dedication of Public Easement for Roadway Purposes. Within 60 days of a written request by City, Developer shall dedicate to City, its successors and assigns, in trust for the benefit of the public, a permanent easement (the "Future Road Easement") for roadway purposes over, under and across that portion of the District Development Property legally described and depicted on the attached Exhibit B (the "Future Road Easement Area"). The Future Road Easement shall be recorded in the St. Louis County real estate records by City, at City's expense. The Future Road Easement shall be granted (i) at no cost to City; and (ii) free and clear of all mortgages, liens and other encumbrances. City and Developer acknowledge and agree that the existing pavement and other improvements within the Future Road Easement Area do not meet the minimum standards for a city street and the existing roadway has not been constructed, maintained or opened as a public street. Notwithstanding the provisions of Paragraph 6 above, Developer and successor owners of the District Development Property shall not be responsible for costs relating to the initial construction or subsequent maintenance, repair, or replacement of a public street and related public improvements on the Future Road Easement Area (collectively, the "Future Road Costs"); EXCEPT AS FOLLOWS: (1) if (a) initial construction of a public street or related public improvements is required solely for the development or use of the District Development Property, or any portion thereof, and (b) a change in use on all or a portion of the District Development Property necessitates public access over a public street in the Future Road Easement Area, then City may require the owner of the portion of the District Development Property on which the change in use will take place to pay the Future Road Costs for*

*the initial construction and/or subsequent maintenance, repair, or replacement of a public street and related public improvements on the Future Road Easement Area, and (2) if (a) initial construction of a public street or related public improvements on the Future Road Easement Area has been completed, and (b) a change in use on all or a portion of the District Development Property necessitates public access over a public street in the Future Road Easement Area, then City may require the owner of the portion of the District Development Property on which the change in use will take place to pay a reasonable share of the Future Road Costs for subsequent maintenance, repair, or replacement of a public street and related public improvements. The obligations and benefits of this Paragraph 22 shall run solely with the District Development Property (and no other land within the Plat) and shall not terminate upon the written certification to be delivered by the Director and the City Engineer pursuant to Paragraph 16 above. Developer's obligation to grant the Future Road Easement shall terminate upon the recording of the Future Road Easement.*

4. Except as specifically amended pursuant to this First Amendment, the Development Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Development Agreement, the provisions of this First Amendment shall govern.

5. This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Signature pages follow]*





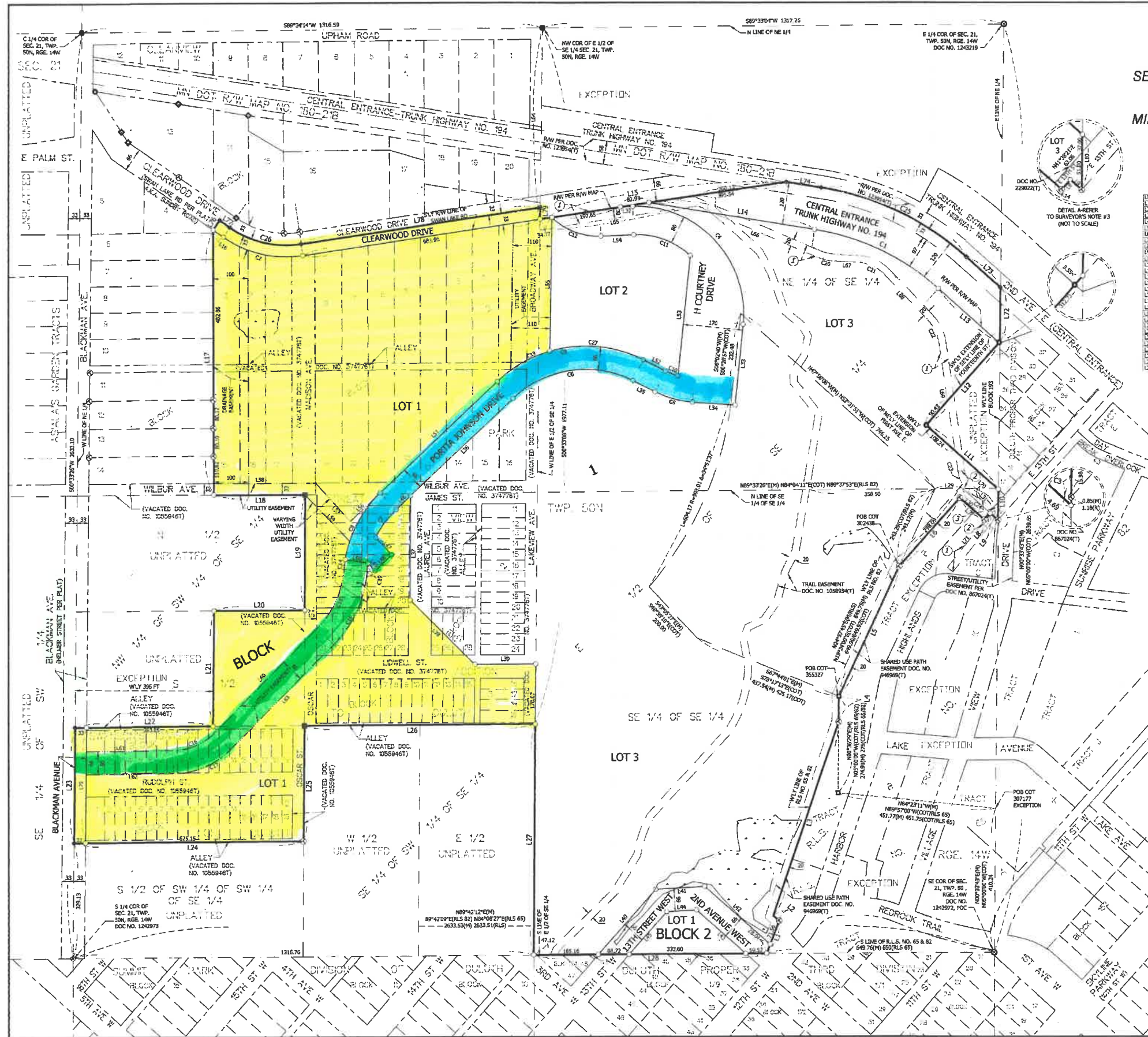
## **EXHIBIT A**

### Legal Description of the Property

Block 1, Lots 1, 2, and 3, and Block 2, Lot 1, Central Overlook, St. Louis County,  
Minnesota

# CENTRAL OVERLOOK

LOCATED IN PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 50 NORTH, RANGE 14 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MINNESOTA AND ALL OF BLOCK 2 AND PART OF BLOCK 3 OF CLEARVIEW PARK, ALL OF GREAT VIEW ADDITION TO DULUTH AND ALL OF SWENSON'S DIVISION OF DULUTH



**LINE TABLE**

LINE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
L1	N89°32'26"E	88.18	N84°04'11"E	80.66	N89°32'26"E	80.00	N89°32'26"E	80.66	N89°32'26"E	80.66
L2	S48°17'39"W	104.62	S33°39'21"E	104.51	S48°17'39"W	104.51	S48°17'39"W	104.51	S48°17'39"W	104.51
L3	S48°17'39"W	154.26	S59°45'09"E	154.11	S48°17'39"W	154.11	S48°17'39"W	154.11	S48°17'39"W	154.11

**LINE TABLE**

LINE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
L1	N89°32'26"E	88.18	N84°04'11"E	80.66	N89°32'26"E	80.00	N89°32'26"E	80.66	N89°32'26"E	80.66
L2	S48°17'39"W	104.62	S33°39'21"E	104.51	S48°17'39"W	104.51	S48°17'39"W	104.51	S48°17'39"W	104.51
L3	S48°17'39"W	154.26	S59°45'09"E	154.11	S48°17'39"W	154.11	S48°17'39"W	154.11	S48°17'39"W	154.11

**LINE TABLE**

LINE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
L1	N89°32'26"E	88.18	N84°04'11"E	80.66	N89°32'26"E	80.00	N89°32'26"E	80.66	N89°32'26"E	80.66
L2	S48°17'39"W	104.62	S33°39'21"E	104.51	S48°17'39"W	104.51	S48°17'39"W	104.51	S48°17'39"W	104.51
L3	S48°17'39"W	154.26	S59°45'09"E	154.11	S48°17'39"W	154.11	S48°17'39"W	154.11	S48°17'39"W	154.11

**CURVE TABLE**

LINE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	NON-TANGENTIAL
C1	236.94(P)	128.47	49°20'00"	S15°57'00"W	13.38	NON-TANGENTIAL
C2	111.75	55.87	29°50'00"	N85°23'01"W	46.45	NON-TANGENTIAL
C3	86.21	43.10	29°50'00"	N85°23'01"W	111.63	NON-TANGENTIAL

**LEGEND**

- RAW RIGHT OF WAY
- (M)-FIELD MEASURED DIMENSION
- (COT)-CERTIFICATE OF TITLE DIMENSION
- (RLS)-REGISTERED LAND SURVEY DIMENSION
- (T)-TORNENS DOCUMENT
- POB-POINT OF BEGINNING
- POC-POINT OF COMMENCEMENT
- SECTION SUBDIVISION LINE
- CENTER LINE
- RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- SURVEY LINE
- PLAT BOUNDARY LINE
- EXISTING PLAT/PARCEL LINE
- LOT LINE
- WET LAND LINE
- CAST IRON MON
- FOUND CAPPED REBAR RLS. NO. 14374
- FOUND T-STATE MONUMENT
- FOUND SANDSTONE MONUMENT
- FOUND REBAR
- FOUND CAPPED REBAR RLS. NO. 49505
- FOUND CONCRETE SURVEY MONUMENT
- FOUND IRON ROD
- SET CAPPED REBAR RLS. NO. 49505
- SET MAG NAIL
- REFER TO SURVEYOR'S NOTES

**BASIS OF BEARING**  
 BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SEC. 21, TWP. 50N, RGE. 14W, WHICH IS SAID TO HAVE A BEARING OF N00°33'4"E.

**SURVEYOR'S NOTES**

- BIKWAY EASEMENT PER TORNENS DOCUMENT NO. 48617.
- BIKWAY EASEMENT PER TORNENS DOCUMENT NOS. 48617 & 48619. THE LEGAL DESCRIPTIONS IN THESE DOCUMENTS ARE CONTIGUOUS FOR THE AREA SHOWN HEREON.
- REFER TO DETAIL A FOR LOCATION OF 15TH STREET AFFECTING PROPERTY WITHIN CENTRAL OVERLOOK PER TORNENS DOCUMENT NO. 28602.







**SCALE IN FEET**

**VALTA**  
 LAND SURVEY COMPANY  
 SHEET 2 OF 2 SHEETS







# Technology Department - October 2023 Report

- **Cybersecurity**

- Google Security
  - Gmail

- 1.6M Emails Messages Accepted/Delivered. Last month was 1.5M 
- 202K Rejected. Last month was 137K 
- 63K Spam folders. Last month was 50K 
- 10.3K were identified as Phishing. Last month was 9.5K 
- 45 were identified having suspicious attachments. Last month was 42 
- 9.3K were identified as Spoofing. Last month was 14.2K 
- 0 emails were identified as Malware




- Account Information

- 11,031 Active Accounts. Last month was 10,760 
- 26.11TB of storage. Last month was 25.91 TB 
- 523.3K Files shared externally. Last month was 473.8K 
- 595 Suspicious login attempts. Last month was 383 
- 5.1K Failed user login attempts. Last month was 2.8K 
- 38 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 63 

- **E-Rate RFP/Bid**

- None


- **Technology Help Desk Tickets**

- 704 New Technology Support Tickets Created. Last month was 1,481 
- 834 Tickets were resolved. Last month was 1,539 
- 265 Tickets remain unresolved. Last month was 385 

- **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.. - **98% DONE**
- District-Wide: \$2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - **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](#)
- 466.999 kg is our August 2023 Carbon Footprint. Last month was 212.846 kg 
- 1.74615 t is our May 2023 - September 2023 Carbon Footprint.

## **Transportation Report November 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 helpers. We have one new driver licensed and driving, another has a test lined up for Dec. 7 and the other is a WI resident that needs to set up a time to test.
- Assistant manager Joe Killian has been dealing with staff and their concerns. He is still driving a morning route.
- The staff have been working hard to fill in when others are out but there's just not enough people 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 waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 89,057 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	Karen McCormick	\$200.00	PBIS - Hunter of the Month lunch	
East HS	Dr. Maren and Michael Sharland	\$1,000.00	For the Duluth East Jazz Ensemble to purchase a new guitar amp and music.	Thank you!
Headstart	Jane Killough	\$250.00	Duluth Head Start	
Homecroft ES	Parents/Grandparents	\$28,238.13		This was for Booster Fun Run
Laura MacArthur ES	Bethany Community Church	In-kind	Students	Hats, Socks, gloves & mittens donated for our students for the winter here at Laura MacArthur
Lincoln Park MS	Life 97.3 Radio	In-kind		
Lowell ES	Office Depot-Duluth (store manager, Neil Bromenshenke)	\$4,423.66 in gift cards to Office Depot		Office Depot runs a fundraising campaign each year asking customers if they want to "round up to the nearest dollar." This year they picked Lowell to be on the receiving end of the donations gathered.
Piedmont ES	HDC	In-kind		76 Teacher Appreciation gift bags containing a cup spoon, dry erase markers and fidgets.
Piedmont ES	Kyle Gallant	In-kind	For Mrs. Perttula's 2nd Grade Class	30 snack packs of Mini Alphabet Cookies and 12 snack bags of Cheddar Cheese Whale crackers
Piedmont ES	Chaquana McEntyre	In-kind	For use in Mary Kay Perttula's and Erin Haney's classrooms	90 bags of Cheez-its, 72 bags of Goldfish, 42 bags of Gardetto's, 100 bags Assorted Chips, 200 bags of Fruity Snacks, 20 Wafer Cookies, 38 assorted snacks.
Piedmont ES	Donors Choose	In-kind	For Katie Robison (Gableman)'s classroom	Lakeshore Calming Colors & reg; 3-In-1 Chair...x1

# 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.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
MN FFA	Sonja Hakanson	East High School	\$2,000.00	Mental health grant, to purchase hammocks students can check out to use in School Forest
Duluth Heritage Sports Center Foundation	Lara Olsen	Lester Park	\$150.00	To provide one hour of ice time for 3rd grade field trip

**HUMAN RESOURCES ACTION ITEMS FOR: November 21, 2023**

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
MONSON, DONALD G, JR	FLOATING SUB TEACHER/MYERS-WILINS, (MA+45) IV 9 1.0	10/3/2023
SCHNABEL, PHEBE A	SPED SETTING III TEACHER/STOWE, (MA) IV 9 1.0,	10/31/2023
STEFFAN, KAITLYN J	FLOATING SUBSTITUTE TEACHER/MYERS-WILKINS, (BA)III 2 1.0, MONSON D. RESIGNED	11/3/2023 11/3/2023
<u>CERTIFIED TEMP INC</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SCHULLER, SUZANNE E	1/6 OVERLOAD	12/9/2022 6/9/2023
<u>CERTIFIED LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ABRAHAM, ALAINA M	GUIDANCE COUNSELOR/EAST	12/05/2023 12/13/2023
FINSTAD, CINDY C	UNABLE TOWORK DUE TOMEDICAL CONDITION	09/30/2023 10/23/2023
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE	10/27/2023
MONSON, DONALD G, JR	FLOATING SUB TEACHER/MYERS-WILKINS	10/31/2023
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KOLODGE, LISA E	SPED SPEECH LANG PATHOLOGIST/LAURA MAC	06/30/2024
PARO-STROTHER, DAWN R	GRADE 6 TEACHER/ORDEAN EAST	06/07/2024
TAALLERUD, MARY S	SWS ENGLISH TEACHER/ORDEAN-EAST MS	06/07/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, STEPHANIE M	HEALTH ASSISTANT/LPN PARA/DISTRICT WIDE, 32.5/38WKS, \$25.08/HR, LIND J. RESIGNED	10/04/2023
ANDERSON, KALEN M	HOURLY DISHWASHER/STOWE, 10/38WKS, \$13.00/HR.	10/04/2023
ATELLA, LINDA J	HOURLY SUB MAIN./DISTRICT WIDE, 20/38WKS, \$15.00/HR	10/23/2023
BOWLES, QUIENTIN D	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$19.30/HR, MAKI M. TRANSFER	11/06/2023
BRICKSON, JESSICA A	NUTRITIONAL SERVICE ASSISTANT/LESTER PARK, 17.5/38WKS, \$15.22/HR	10/23/2023
BUTLER, ASHLEE N	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR	10/10/2023
BUTLER, ASHLEE N	SPED BW PARA/PIEDMONT, 31.25/38WKS, \$18.30/HR, WINKLESKY D. TRANSFER	10/30/2023
DEHNKE, KAITLYN F	SUPERVISORY ASSISTANT PARAPROFESSIONAL/LINCOLN PARK, 32.5/38WKS, \$18.53/HR	10/30/2023
DUVALL, JACQUELINE E	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$20.99/HR	10/09/2023
ENGEN, MICHAEL A	TECH TUTOR PARA/EAST/40HRS/38WEEKS, \$20.65/HR	10/16/2023
FOX, DAVID J	ROUTE COORDINATOR/TRAINER/DISTRICT WIDE, 40/52WKS, \$26.61/HR	10/23/2023
GLEMBIN, TERI L	TECHNICAL TUTOR PARA/EAST, 40/38WKS, \$21.84/HR, LEONARD B. RETIRED	11/01/2023
GREENBERG, JOSHUA D	BUS DRIVER/TRANSPORTATION, 25/38WKS, \$21.08/HR, TJADEN L. TERMINATED	10/16/2023
JUGASEK, SAMANTHA J	KEYZONE SPED PARA/PIEDMONT, 15/38WKS, \$19.30/HR, TEMP POSITION	10/16/2023
LAUGER, RICHARD H	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$15.22/HR	10/23/2023
MCGUIRE, KYLIE M	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 32.5/38WKS, \$19.17/HR, BLIX J. RESIGNED	11/06/2023
MUNTER, ANTHONY P	HOURLY MONITOR/LAKEWOOD, 20/38WKS, \$15.00/HR	10/17/2023
PODGORSEK, MATTHEW R	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$13.50/HR	10/02/2023
RUNNELS, ROBERT O	SPED PROGRAM PARA/DENFELD, 32.5/38WKS, \$20.46/HR, HURSEY K. RESIGNED	10/16/2023
SCHEER, ALICE M	HOURLY MONITOR/PIEDMONT, 12.8/38WKS, \$13.50/HR	10/04/2023
SCHEER, ALICE M	SPED BW PARA/PIEDMONT, 31.25/38WKS, \$19.30/HR, MARUNICH R. RESIGNED	10/31/2023
SCHILING, ANNEMARIE C	COMMUNITY SCHOOLS COORDINATOR/DISTRICT WIDE, 50WKS, \$1,211/WK, HOFFMAN C. RESIGNED	11/06/2023
SHATTO, MILLI	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR	10/05/2023
SNEDKER, ANGELA R	SPED BW PARA/DENFELD, 32.5/38WKS, \$20.36/HR, BELLARIO M. MEDICAL LEAVE	10/12/2023
VARYVODOVA, OLGA F	CUSTODIAN/CONGDON, 40/52WKS, \$17.52/HR.	10/30/2023
VERSICH, RILEY A	SPED STUDENT SPECIFIC PARA/LINCOLN PARK, 30/38WKS, \$20.46/HR	10/23/2023
VERSICH, RILEY A	RESCINDED RESIGNATION/TRANSFER TO LESTER PARK ES	11/06/2023
WHITLOCK, NICHOLE E	SPED BW PARA/ORDEAN, 32.5/38WKS, \$19.17/HR, DAWSON S. TRANSFER	11/06/2023
WITTENBERG, FRANCES J	HOURLY MONITOR/LAKEWOOD, 20/38WKS, \$15.22/HR	10/31/2023
WODELE, AMELIA R	DANCE TEAM ASST. COACH/DENFELD,	10/09/2023
<u>NON-CERT RESGINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ALLEN, STEPHANIE M	HEALTH ASST. LPN PARA/ORDEAN-EAST	10/31/2023
BLIX, JENNIFER L	SPED ECSE PARA/DISTRICT WIDE	10/31/2023
DEGLER, HEATHER A	SPED PROG PARA SETTING 3/4 / CHESTER CREEK	12/21/2023
DILLON, ALLISON L	SPECIAL SERVICES SUPERVISOR/DISTRICT WIDE	10/18/2023
GULAN, SARAH J	CULTURAL IMMERSION PROG PARA/LOWELL ES	10/13/2023
HIETALA, JOSEPH M	CO-CURRICULAR HEAD FOOTBALL COACH/EAST	10/20/2023
JUGASEK, SAMANTHA J	SPED CHILD SPECIFIC/PIEDMONT	10/16/2023
MARUNICH, RENEE M	SPED PROG PARA SETTING III/IV/PIEDMONT	10/25/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA/EAST HS	11/10/2023

MISHCHENKO, YEVGENIIA	RECINDED RESIGNATION	11/10/2023
SMITH, JESSICA D	BUS HELPER/TRANSPORTATION	10/09/2023
VERSICH, RILEY A	SPED CHILD SPECIFIC/LINCOLN PARK MS	10/26/2023
WASHINGTON, EDITH E	COORD OF AMERICAN INDIAN EDU/DSC	11/08/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BENSON, DANE R	ISPECS/MYERS-WILKINS, SCHOOL OSSS/DW \$\$41,024	
MCCRACKEN, CRYSTAL M	OSSS/SPECIAL SERVICES/ SPEC ED BW PARA/PIEDMONT, \$19.83/HR L.LeischkeLEI	10/30/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
COOK, CHARLES W	HR MANAGER/DSC	10/02/2023	10/13/2023
ELSTAD, JODI R	CHILD NUTRITION ASSISTANT/LOWELL	11/10/2023	11/17/2023
MADOLE, ROBYN M	SPECIAL ED PARAPROFESSIONAL/LESTER PARK	11/08/2023	11/17/2023
OZMUN, NANCY J	PRESCHOOL PARAPROFESSIONAL/STOWE	10/23/2023	11/20/2023
RITCHIE, JOSEPH H	UNABLE TO WORK DUE TO MEDICAL CONDITION	11/16/2023	12/29/2023
SALISBURY, HANNAH J	SPED PARAPROFESSIONAL/ORDEAN EAST	09/29/2023	10/13/2023



HR/BS Services Committee Monthly Fund Balance Report

Nov 14, 2023 Committee Meeting

11/7/2023

REVENUES	23-24		23-24	23-24	23-24	23-24
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET	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	\$127,328,420.57	\$34,718,163.56	\$500.00	\$92,610,757.01
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$622,480.86		\$3,416,719.14
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,270,545.37		\$5,750,395.75
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,623,618.35	\$ -	\$6,871,926.65
Operating Capital	5	\$2,742,547.00	\$2,742,547.00	\$1,089,107.93	\$ -	\$1,653,439.07
Building Construction	6	\$ -	\$ -	\$ -		\$ -
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,649,631.32	\$ -	\$21,997,591.68
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$208,549.26	\$ -	\$741,450.74
Student Activity	79	\$58,406.00	\$581,369.43	\$96,838.32	\$ -	\$484,531.11
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,081,346.12</b>	<b>\$41,278,934.97</b>	<b>\$500.00</b>	<b>\$133,802,911.15</b>

EXPENSES	23-24		23-24	23-24	23-24	23-24
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET	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	\$120,755,912.84	\$28,295,779.46	\$4,042,733.04	\$88,417,400.34
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$911,343.83	\$2,302,860.65	\$798,671.52
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$1,766,050.45	\$482,966.43	\$4,500,615.88
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,987,740.21	\$29,971.53	\$5,613,153.26
Operating Capital	5	\$7,999,619.25	\$7,999,619.25	\$3,318,609.30	\$232,068.68	\$4,448,941.27
Building Construction	6	\$ -	\$ -	\$2,174,540.25	\$418,571.72	-\$2,593,111.97
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	\$314,982.24	\$ -	\$600,017.76
Student Activity	79	\$306,948.00	\$276,264.96	\$48,618.26	\$2,620.19	\$225,026.51
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$172,233,920.81</b>	<b>\$41,074,126.45</b>	<b>\$7,511,792.24</b>	<b>\$123,648,002.12</b>

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 030 Asst Supt	\$22,613.50
Program 110 Admin	\$ -
Program 108 Tech	\$390,288.51
Program 203 Elem	\$341,633.01
Program 211 Secondary	\$284,394.87
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ -
Program 740 Pupil Engage	\$1,296.63
	<hr/>
	\$1,040,226.52

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$231,206.22
Program 298 Expense	\$210,679.39

**Fundraisers Reported  
October 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park ES	5th Grade	\$1,125.00	Selling pizza & other items at school dance
Lincoln Park ES	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	Coffee and Tea sales through Annick's Old World Coffee & Tea School Fundraising program
Lincoln Park MS	Choir program	\$100.00	T-shirt sales through DLH Clothing. DLH will create a "sing" t-shirt that is LPMS colored (blue and yellow). Portions of any shirt sold during the fundraiser would be given to our Choir program. No selling would be required by our students, other than sharing an online store.
Districtwide	KeyZone with YMCA	\$1,890.00	A fun interactive way to help provide childcare assistance, extracurricular activities, swim lessons, and meals to students of the ISD 709 District through the YMCA.

**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 #4388 OPG-3 CONTENT MANAGEMENT  
**Date:** November 9, 2023

The quote is for the implementation of a content management system for employee files from the Human Resources department documents . One (1) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
OPG-3	\$26,225.00
REVVVER	NO REPLY
HYLAND	NO REPLY

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 OPG-3 for the amount of **\$26,225.00 for the OPG-3 CONTENT MANAGEMENT**

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  
October 2023**

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

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

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

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

**DU** = Department Unrestricted (General Fund)

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Heggerty	\$1,350.00*	TLE (DU)	Professional development webinar for up to 100 participants
Duluth Community School Collaborative	\$4,350.00*	TLE (DR)	Lincoln Park summer programming
AMLE	\$5,000.00*	TLE (DU)	Professional development services
Men as Peacemakers	\$8,000.00*	TLE (DU)	Building social-emotional skills, conflict resolution and leadership skills with students at Lincoln Park MS, Myers-Wilkins ES, Piedmont ES, Laura MacArthur ES
First Witness Child Advocacy Center	\$5,000.00*	MTSS (DU)	Provide child sexual abuse prevention information to both teachers/staff, parents, and children of Duluth Public School elementary sites upon request
Many Rivers Montessori	TBD	Transportation (DR)	Transportation reimbursement FY24
Thomas Howes	\$510.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and community members of ISD 709
Anthony Mazzini	\$510.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and community members of ISD 709
Arianna Northbird	\$210.00*	Am. Indian Education (DR)	Facilitate traditional Native American lacrosse games for youth and community members of ISD 709 <sup>98</sup>

Alex Flinner	\$500.00*	Am. Indian Education (DR)	Professional sound, lighting, technical and education services for public performances and community events sponsored by Duluth American Indian Education for the 2023-24 school year
Cooperative Strategies	\$3,600.00*	Communications Dept. (DU)	Renewal for My School Location – allows site clericals to find out where a student should be enrolled
Daniel Gartrell	\$835.00*	Early Childhood (DR)	Teaching a professional development class to preschool staff
Patrick Mulcahy	\$3,500.00*	East HS (DU)	Production assistance with fall musical
Christina Stroup	\$1,000.00*	East HS (DU)	Production assistance with fall musical
Amber Burns	\$2,000.00*	East HS (DU)	Production assistance with fall musical



Heggerty  
 805 Lake Street, #293  
 Oak Park, IL 60301  
 708-366-5947 (phone)  
 orders@heggerty.org  
 www.heggerty.org

**CONTRACT FOR PROFESSIONAL DEVELOPMENT: Webinar**

Bill To Name      Duluth Public School District      Quote #      615171  
 Contact Name      Dale Useiman      Quote Date      10/16/2023  
 Bill To      215 N 1ST AVE E  
                  DULUTH, MN 55802-2058  
                  USA

Product Name	PD Start	PD End	Time Zone	Topic	Literacy Specialist	Number of Participants	Sales Price	Total Price
Professional Development Webinar	12/4/2023, 12:30 PM	12/4/2023, 2:00 PM	Central	Kinder/Primary 2020	Katie Durst	Up to 100	\$1350.00	\$1350.00
Subtotal								\$1350.00
Total Price								\$1350.00
Grand Total								\$1350.00

**Professional Fee:** The District agrees to pay the Grand Total Amount above to Literacy Resources, LLC within 30 days upon completion of the Professional Services. **A PO must be submitted two weeks prior to the training date.** Preferred payment methods include Direct Deposit (EFT/ACH), Credit Card, and E-Check. Physical checks are also accepted and should be payable to **Literacy Resources, LLC**.

**Handouts:** The District will duplicate the handout sent in advance for all participants. The District acknowledges and agrees that all copyright and other intellectual property rights in the materials within the handouts belong to Literacy Resources, and the District will not copy, distribute, display or modify the handouts except as provided herein or otherwise as approved by Literacy Resources in writing.

**Equipment:** A computer or tablet with a projector should be used to display the webinar to a group. Zoom is the online platform used to provide this webinar and the camera and speakers should be enabled prior to the start time of the webinar.

**Intellectual Property Rights & Webinar Recording:** The District will be provided with a recording of the webinar for 30 days following the scheduled date of the webinar. The District acknowledges and agrees that all copyright and other intellectual property rights in the recordings belong to Literacy Resources, and the District will not copy, distribute, display, perform or modify the recordings as provided herein or otherwise as approved by Literacy Resources in writing.

**Cancellation Policy:** The District acknowledges and agrees that cancellations made by the District up to 2 weeks (14 days) prior to the scheduled date of the webinar will be processed without penalty, and any prepayments made will be refunded in full. Cancellations made by the District less than 2 weeks (14 days) prior to the scheduled date of the webinar will be subject a charge equal to 100% of the professional fee – any prepayments made will not be refunded.\*

**\*Force Majeure:** In the event either party must cancel the scheduled webinar because of circumstances reasonably beyond its control, including but not limited to closures due to weather, closures due to pandemic, technical or power interruptions or malfunctions, strike, national emergencies, fire, flood, catastrophe, or acts of God, the District shall not be responsible for any cancellation fees or penalties. In the event of such an occurrence, each party agrees to make a good faith effort to reschedule professional services for a later date and time.

District Imine Zurich  
 Title Exec. Dir. Progress Services  
 Date 10/23/23

Kimberly Greene  
 Literacy Resources, LLC  
 PD Coordinator  
 Title  
 Date 10.16.2023

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 4 day October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until October 31, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *See attachment*

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 \$4350. 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: Anthony Bonds, 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) to Duluth Community School Collaborative, 32 E 1st Street, Suite 202, Duluth, MN 55802

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

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

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

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

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

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

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved


such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss 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.

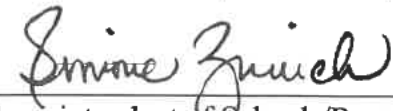
**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT,** set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

 41-2002724 10-4-2023  
Contractor Signature SSN/Tax ID Number Date

 10/5/23  
Program Director Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by Program Director before submission to the CFO for review and approval. This contract is funded by the following budget (include full 16 digit code):

01	E	005	203	161	303	013
----	---	-----	-----	-----	-----	-----

 10/17/23  
CFO/Superintendent of Schools/Board Chair Date



## Duluth Community School Collaborative Proposal for ISD 709 ESSER Funds

### Lincoln Park Summer Programming

June 20, 2023

#### DCSC Overview

The Duluth Community School Collaborative (DCSC) works with children and youth holistically in the context of their family, their school, and their community. Our mission is to foster community partnerships promoting wellness and school success for youth and families, creating a community of life-long learners that embraces diversity.

Originally created to address inequities within the Hillside neighborhood schools, the Duluth Community School Collaborative was the first in the state of Minnesota to adopt a Full-Service Community School (FSCS) model. This model is considered a leading place-based equity strategy in the education reform movement. The Duluth Community School Collaborative (DCSC) was founded in 1999 at Grant Elementary School and incorporated in 2001 as a 501(c)(3). Neighbors and educators in the community founded the organization (formerly known as Myers-Wilkins Community School Collaborative) in one of the more impoverished areas of the city through a grassroots campaign of advocacy and resource development. Because of its success in achieving desired outcomes; and, due to alignment with District-wide goals, two additional schools joined the Collaborative in 2015—Lincoln Park Middle School and Denfeld High School.

Poverty's impact on children often leads to academic under-performance, and limited access to the educational, social, and cultural enrichment opportunities that keep youth intellectually and creatively engaged. The Duluth Community School Collaborative builds intentional partnerships with community organizations and individuals in order to support academic success and well-being of the whole child. Knowing that poverty's negative impact on children, their families, and neighborhoods is profound and multifaceted, we seek to improve access to services and supports that contribute to student achievement by providing FSCS benefits within Myers-Wilkins, Lincoln Park and Denfeld Schools. The Full-Service Community School Model is based on four pillars: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices. The impact of these services extends far beyond the walls of the school, benefiting neighborhoods, partner organizations, businesses and the City of Duluth.

	support – connecting partner organization planning. DCSC Program Director planning and onboarding. DCSC Executive Director staff hiring support.	training day and planning time)
<b>Supplies</b>	<b>\$500</b> Supplies (craft, SEL supplies, sports equipment, etc). and activities from Denfeld OST program and MW OST programs	<b>\$1,500</b> Art supplies, cooking and gardening supplies, SEL tools, Camera Rental, etc.
<b>Training and Debrief</b>	<b>In-Kind</b> Coordinated staff welcome and circle activities. Post program debrief.	<b>\$250</b> Staff orientation and debrief meals
<b>Transportation</b>	Coordination with ISD 709 Transportation Dept	<b>In-Kind</b> Coordination with summer school busing (later time)
<b>Total Budget: \$7,650</b>	<b>Total Match: \$3,300</b>	<b>Total Request: \$4,350</b>

**Contact**

**Duluth Community School Collaborative**

**Kelsey Gantzer**, Executive Director, [kelsey@duluthcsc.org](mailto:kelsey@duluthcsc.org), 218-212-5952





## Scope of Work

### AMLE & Duluth Independent School District 709

#### **About the Association for Middle Level Education**

AMLE is the only international organization of its kind for middle school educators, working to advance the education of all students aged 10-15. With a community more than 35,000 members strong, AMLE is the go-to source for middle level education, peer-reviewed research, best practice, and professional development. Its landmark position paper, *The Successful Middle School: This We Believe*, is recognized as the best articulation of the middle school concept. Since it was first published in 1982, middle school educators have relied on the text to build high-performing school communities using the 5 essential attributes and 18 Characteristics at the core of successful middle schools. The text has grown from a single document into a comprehensive program of tools and resources that educators, schools, and districts can adopt to help ensure student success.

#### **Services Contracted**

In addition to a previous Scope of Work, Duluth Independent School District is exploring AMLE's professional development services in support of a redesign of a master schedule that moves the District into compliance with state mandates while supporting best practices in middle level education for young adolescents.

#### Professional Development

Jennifer Rose, AMLE Director of Professional Development, alongside AMLE cadre member, Tim Schigur, will collaborate to support the Duluth Middle School Model Schedule project.

#### Impact of Services

This consulting/coaching work is intended to directly support the school's goals by creating a schedule model that meets students' developmental needs, while maintaining DFT contractual obligations within a budget pre-determined by the Board of Education.



Schedule Redesign and Coaching

AMLE will review the district-provided current master schedule, draft schedule, and other provided resources, such as the DFT Contract, and prepare a case study with observations and recommendations. AMLE will be utilizing the framework that the Scheduling Committee is “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.” While considering the parameters to ensure that there is “no reduction of core content minutes”, “the cost is responsible”, and that the schedule “Aligns with the Desired Daily Experiences of our students” and “Addresses standards outcomes.” School recommendations and virtual coaching/consultation sessions will be scheduled as needed throughout the process, which is expected to take two - four weeks. Cost of services \$ 5,000 (AMLE Member)

01 E 012 030 000 305 030

Simone Zurcher 10/12/23



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 23rd day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Men as Peacemakers, 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.** Contractor will lead MEGA Group meetings onsite at Lincoln Park Middle School and Myers-Wilkins, Piedmont and Laura MacArthur Elementary Schools. The purpose of this group is to build social-emotional skills, conflict resolution and leadership skills. Groups will happen once a week and will occur over lunch and/or recess periods. The Contractor agrees to obtain parental permission for those students who wish to participate. The District agrees to provide a room/space as needed.

Contractor will lead Girls Restorative Group meetings onsite at Lincoln Park Middle School and Denfeld High School. The purpose of the group is to create inclusive and safe places where girls develop authentic, supportive relationships, and social emotional skills by changing the narrative of what it means to be a black and brown girl. This program gives youth the tools and inspiration to have power over their own lives by experiencing leadership within their community.

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.** There is no cost to the student for the services. The District will contribute a total of \$8,000 for the Contractor's services.

5. **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.

6. **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.

7. **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.

8. **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 (mailing address with zip) Men as Peacemakers, Attn: Jessica Smith, 123 W Superior St, Duluth, MN 55802.

9. **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.

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

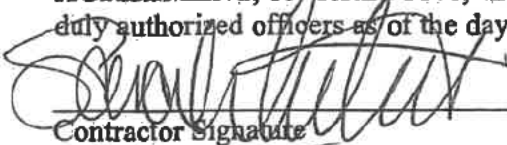
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

**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.

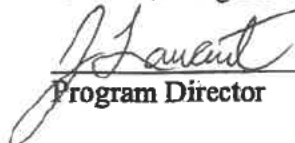
16. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

  
Contractor Signature

41-1841689  
SSN/Tax ID Number

10-3-23  
Date

  
Program Director

10/4/23  
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:**

**XXX** 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	030	000	305	042
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*

Executive Dir. of Finance & Business Services

Date

## 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 FirstWitness Child Advocacy Center, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

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 **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 staff training meeting per site, and 1 social worker training district wide.

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 FirstWitness, 4 W 5th 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.

**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.

Travis Cronough 41-1737291 10/4/23  
 Contractor Signature SSN/Tax ID Number Date

[Signature] 10/10/23  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

XXX 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	030	000	305	042
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

Ermine Zunic 10/16/23  
 Executive Dir. of Finance & Business Services Date

**Many Rivers Montessori**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2023-2024

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in family. Reimbursement is calculated by:

$$\underline{\hspace{1cm}} \text{ days } \times \underline{\hspace{1cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

*(One round trip from home to school)*

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Car pool mileage should not be submitted. For the 2023-2024 school year one family reimbursement is maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 7, 2024.

**SCHOOL NAME**

BY \_\_\_\_\_  
Its Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY *Suzanne Zwick* 10/11/23  
Director of Business Services

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas 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:** Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 4/25/2023 and shall remain in effect until 9/1/2024, 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.
3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 hourly and \$ 510 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: \_Brett Mensing\_, 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) 11609 Perch Lake Dr. Duluth MN 55808.

**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.

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.

 \_\_\_\_\_ 10/27/23  
 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:**

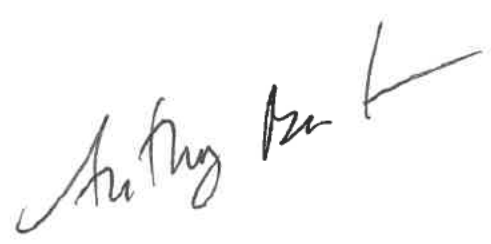
Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	203	161	303	012
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

 \_\_\_\_\_ 10-31-23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this   16   day of  October , 2023       , by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Mazzini, 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:** Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of  4/25/2023  and shall remain in effect until  9/1/2024 , 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 hourly and \$ 510 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brett Mensing, 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) 2102 Jefferson St. 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**



## AGREEMENT

**THIS AGREEMENT**, made and entered into this   16   day of  October , 2023   , by and between Independent School District #709, a public corporation, hereinafter called District, and Arianna Northbird, 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:** Traditional lacrosse coaches will lead games weekly. Days and times of games will be coordinated with the ISD 709 Department of American Indian Education and the Center of American Indian and Minority Health.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of  4/25/2023  and shall remain in effect until  9/1/2023 , 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.** Facilitate Traditional Native American Lacrosse games for youth and community members of ISD 709.

3. **Background Check.** Completed and passed by the University of Minnesota Medical School.

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 hourly and \$210 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brett Mensing, 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) 1790 Big Lake Rd  
Cloquet MN 55720 .

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.

Arianna Northbird
[REDACTED]
10/26/23  
 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	203	161	303	012
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

Giselle Zunic
10-31-23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Anthony Baker

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_4th\_ day of October , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Flinner, 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 October 9th, 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.** Professional sound, lighting, technical and educational services for public performances and community events sponsored by Duluth American Indian Education Department in school year, 2023-24 including but not limited to Round Dance, School Pow Wow, and American Indian Heritage Assembly Performances

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 \$25 (twenty-five dollars) hourly and \$500 (five hundred 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, Attn: Edye Binesiikwe Washington, Coordinator of American Indian Education Department, 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),  
*Alex Flinner Theatrical Production Services 720 W. 3<sup>rd</sup> 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



## **AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 27<sup>th</sup> day of October, 2023 ("Effective Date"), by and between Duluth Public Schools at 709 Portia Johnson Drive, Duluth, MN 55811, hereinafter called "Client", and Cooperative Strategies, LLC at 4675 Lakehurst Ct., Ste. 200, Dublin, OH 43016, hereinafter "Consultant" and each, a "Party" or together, the "Parties". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

### **ARTICLE I.** **SERVICES TO BE PERFORMED BY CONSULTANT**

**Section 1.1** Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

**Section 1.2** No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other. Consultant shall retain the exclusive right to control and direct all details of the Services, within the proscribed guidelines set by Client.

### **ARTICLE II.** **OWNERSHIP; USE**

**Section 2.1** Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

**Section 2.2** Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Any unauthorized use or reuse of the Consultant Materials or Reports shall come at the sole risk of the Client. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

**Section 2.3** Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

### **ARTICLE III. COMPENSATION**

**Section 3.1** Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

**Section 3.2** Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

### **ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT**

**Section 4.1** Performance. Consultant shall perform the Services in the SOW in accordance with the standard of care ordinarily exercised by members of the same profession.

**Section 4.2** Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

**Section 4.3** Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

**Section 4.4** Liability Insurance. Consultant shall carry and maintain throughout the term of this Agreement professional liability insurance with limits of not less than \$1,000,000 per claim/\$2,000,000 annual aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

### **ARTICLE V. OTHER AGREEMENTS OF CLIENT**

**Section 5.1** Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

**Section 5.2** Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

**ARTICLE VI.**  
**TERM; TERMINATION**

**Section 6.1** Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

**Section 6.2** Convenience. Either Party may terminate this Agreement (and the SOW) for convenience upon thirty (30) days' prior written notice to the other Party.

**Section 6.3** Breach. Either Party may immediately terminate this Agreement with written notice to the other Party in the event of a material breach which is not cured within ten (10) days after written notice by the non-breaching party to the breaching party describing the material breach and intent to terminate this Agreement. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

**Section 6.4** Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

**Section 6.5** Indemnification. Consultant shall indemnify and hold Client harmless from and against liabilities, damages, claims, (collectively, "Claims") and reasonable expenses in connection therewith, including reasonable defense attorneys' fees and

expenses, to the extent caused by) breach the negligence of the Consultant in performance of the Services.

**Section 6.6** Survival. Sections 1.2, 5.2, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

## **ARTICLE VII. CONFIDENTIALITY**

**Section 7.1** Definition. "Confidential Information" means all information that is disclosed by a Party to the other Party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a Party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing Party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving Party; (iii) is rightfully disclosed to the receiving Party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, as evidenced by the receiving Party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

**Section 7.2** Obligation. Each Party, as a receiving Party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other Party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

**Section 7.3** Compelled Disclosure. If either receiving Party is required by law to disclose any Confidential Information of the other Party, the receiving Party shall provide the disclosing Party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving Party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing Party's Confidential Information.

**Section 7.4** Injunctive Relief. Each Party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each Party agrees that the other Party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

**ARTICLE VIII.**  
**GENERAL PROVISIONS**

**Section 8.1** Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: [karen.jackson@woolpert.com](mailto:karen.jackson@woolpert.com); Client: \_\_\_\_\_), but each Party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

**Section 8.2** Assignment. Neither Party may assign or delegate this Agreement, in whole or in part without the express written consent of the other Party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a Party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

**Section 8.3** Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

**Section 8.4** Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute. In entering into this Agreement, neither Party has relied on any warranties, representations, or promises not expressly set forth herein.

**Section 8.5** Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the Parties and signed by authorized representatives of both Parties.

**Section 8.6** Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**Section 8.7** Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the Parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The Parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing Party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing Party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

**Section 8.8** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

**Section 8.9** Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

**Section 8.10** DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF ARTICLE VII OR DAMAGES TO CONSULTANT ARISING FROM CLIENT'S BREACH OF SECTION 2.2, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, TO THE EXTENT SUCH LIMITS ARE ALLOWABLE UNDER APPLICABLE LAW.

**Section 8.11** Delay. Neither Party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay. In such event, the parties agree that the time for performance and Consultant's fee shall be equitably adjusted.

**Section 8.12** Limitation of Liability. The Parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore,

notwithstanding anything to the contrary, Client agrees that Client's sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties, to the extent permitted by applicable law. Consultant's total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement unless otherwise required by applicable law. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT'S ORGANIZATION IS AT CLIENT'S OWN DISCRETION AND RISK. THE CLIENT HEREBY ACKNOWLEDGES THAT CONSULTANT CANNOT WARRANT THAT OPINIONS, SUMMARIES, PROJECTIONS, OR RECOMMENDATIONS BY CONSULTANT WILL NOT VARY FROM ACTUAL FUTURE CONDITIONS. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT SUCH SERVICES ARE SUBJECT TO INTERPRETATION, AND INVOLVES FACTORS BEYOND THE CONTROL OF CONSULTANT. CONSULTANT CANNOT AND DOES NOT WARRANT OR REPRESENT THAT THE PROJECT WILL REALIZE OR OBTAIN ANY SPECIFIC RESULTS.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.


CONSULTANT:

CLIENT:

**Cooperative Strategies, LLC**

**Duluth Public Schools**

By:   
\_\_\_\_\_  
Scott Newell  
Chief Executive Officer

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

Date: October 27, 2023

Date: 10-31-23

**EXHIBIT A**

**STATEMENT OF WORK**

**DULUTH PUBLIC SCHOOLS  
MYSCHOOLLOCATION**

**STATEMENT OF WORK  
SCHOOL LOCATOR**

Cooperative Strategies, LLC (CS or "We") will provide and host an interactive School Locator (myschoolLOCATION) to Duluth Public Schools (Duluth Public Schools or "School District"). This Locator will enable community members to use their addresses\* to identify which School Attendance Boundary they reside within. The School Locator will be accessible through the myschoolLOCATION platform that may be linked to the School District's website. The table below details the specific activities and tasks we will perform under this Statement of Work.

<b>ACTIVITY &amp; TIMING</b>	<b>TASKS</b>
<b>1. Annual Service</b>	<b>1.A. Host</b> CS will host the myschoolLOCATION School Locator and pay the relevant costs associated with hosting the locator for 1 year.
<b>Enhancements &amp; Updates (Additional Fee)</b>	<b>Enhancements &amp; Updates</b> At the School District's request, CS will update the attendance boundaries due to a boundary change, provide enhancements or updates to features, or additional features, for an additional fee.


**EXHIBIT B**

**FEE SCHEDULE**

**DULUTH PUBLIC SCHOOLS  
MYSCHOOLLOCATION**

**FEE PROPOSAL**

The proposed annual hosting fee for Cooperative Strategies, LLC to provide and host an interactive School Locator (myschoolLOCATION) to Duluth Public Schools (Duluth Public Schools or "School District") as described in the Statement of Work is illustrated in the table below, plus reimbursable expenses. This fee shall be payable in monthly installments based on the percentage of work completed.

<b>OPTION</b>	<b>SERVICE DESCRIPTION</b>	<b>PROPOSED FEE</b>
Initial	<b>*1-year Service Agreement (2023)</b>	<b>\$1,500 (plus reimbursable expenses)</b>
 Initial	<b>3-Year Service Agreement** 2023 2024 2025</b>	<b>\$3,600 (billed annually at \$1,200) (plus reimbursable expenses)</b>
	Enhancements & Other Updates	Standard Hourly Rates (plus reimbursable expenses)

*Fees above are based on Agreement being entered into prior to November 30, 2023.*

\*\*If 3-Year Service Agreement is terminated early, \$300 per year of active service will be billed on final invoice.

## STANDARD HOURLY RATES

Should Duluth Public Schools request enhancements or updates to features, or additional features, outside the initial startup activity; or meetings or additional services outside the scope outlined in this proposal—such as our attendance at Board Meetings—the fee for such services, including meeting preparation and travel time, will be billed at the standard hourly rates below, plus reimbursable expenses.

POSITION	RATE
CEO	\$300/hour
Executive Director / Partner	\$275/hour
Senior Director	\$225/hour
Senior Associate Director	\$200/hour
Associate Director	\$175/hour
Senior Associate	\$150/hour
Associate	\$120/hour

## REIMBURSABLE EXPENSES

In addition to professional fees, Duluth Public Schools is responsible for expenses including travel (mileage, lodging, parking, etc.), meals, all printing, postage, overnight delivery service, and other direct expenses associated with the project. Reimbursable expenses will be invoiced monthly with professional fees.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of September , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Gartrell, 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 August 15, 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.** *Daniel will be teaching a Professional Development class to Preschool Staff titled, "Teaching Children to Gain Five Democratic Life Skills with Boys in Mind."*

**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 the following: Public Speaking fee \$575, 300 miles round trip @ .50 per mile = \$150 for mileage, \$110 for one night of lodging. Grand total up to \$835.

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: Duluth Preschool, 709 Portia Johnson Drive, Room 209, 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 10,000 Long Lake Drive, Bemidji, MN 56601.

**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.

**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

*[Handwritten Signature]*

9/22/23

\_\_\_\_\_  
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).

04	E	005 579 503 303	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

*[Handwritten Signature: Simone Znuich]*

10/16/23

Exec.

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

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.

Daniel J. Gartrell \*   
 Contractor Signature SSN/Tax ID Number Date

2/17/23 \_\_\_\_\_ 9/22/23  
 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).

04	E	005 579 503 303	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

Erin Zwick \_\_\_\_\_ 10/16/23 Exec.  
 Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

\* Updated mailing address  
 Dan Gartrell  
 535 A Laurel Ave  
 St. Paul MN 55102

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1 day of Sept, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Patrick Mulcahy, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept 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)*

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 \$3500 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: \_\_\_\_\_, 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.

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 9/23/23  
  
 Program Director \_\_\_\_\_ Date 9/23/23

**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	298	000	365	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 \_\_\_\_\_ Date 10-31-23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of Sept, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Christina Stroup, 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 Sept 1, 2023 and shall remain in effect until Nov 1 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 \$ 1,000<sup>00</sup> 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: \_\_\_\_\_, 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.


[REDACTED]
9/22/23  
 Contractor Signature SSN/Tax ID Number Date

  
 Program Director 9/23/23  
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	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 10-26-23  
Date

## AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Sept 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)*

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 \$ 2,000.00 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: \_\_\_\_\_, 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:

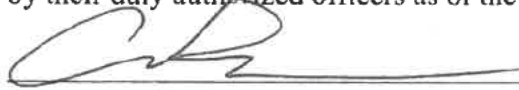
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 9/25/23

  
 Program Director \_\_\_\_\_ Date 9/23/23

**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	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 \_\_\_\_\_ Date 10-26-23

**No Cost Contracts Signed  
October 2023**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Conflict Resolution Center	Lincoln Park MS	CRC will provide onsite support services and programming related to conflict resolution for students and staff at LPMS
University of Minnesota Duluth	TLE	Clinical experience teaching affiliation agreement for student teaching opportunities during the 2023-24 school year
University of Minnesota Duluth	Special Services	Establishing a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences

## **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.

**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.

Erica L. Backstrom <sup>EIN</sup> 45-5164357 10-5-23  
 Contractor Signature SSN/Tax ID Number Date

Erica L. Backstrom 10-5-23  
 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).

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

Ermine Zunic 9/21/23  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



# UNIVERSITY OF MINNESOTA

## CLINICAL EXPERIENCE TEACHING AFFILIATION AGREEMENT

This Clinical Experience Affiliation Agreement is made this 6th day of October, 2023 (the "Agreement") by and between **Regents of the University of Minnesota Duluth campus College of Education and Human Service Professions (CEHSP)** (hereinafter referred to as ("University")) and **Duluth Public Schools, ISD 709** (hereinafter "School District").

WHEREAS, the University seeks to provide opportunities to its teacher candidates to complete clinical experiences in a school setting which may include field experience, student teaching, or practicum (the "Clinical Experience");

WHEREAS, the School District is able and willing to provide such Clinical Experience to the teacher candidates who meet appropriate requirements as set forth herein; and

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties enter into the Agreement as follows:

### 1. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- A. *Selection of Teacher Candidates.* University will place with the School District only University students who are a part of its State of Minnesota approved teacher licensure program ("Teacher Candidates") and eligible for such placement under State, University, and school board guidelines and regulations.
- B. *Education of Teacher Candidates.* The University will be responsible for the classroom education of its Teacher Candidates which includes the administration of the program, the curriculum content, and the requirements of matriculation, grading and graduation.
- C. *Expectations of Teacher Candidates During a Clinical Experience.* The University is responsible for communicating the program requirements and clinical experience expectations to the teacher candidates.
- D. *Background Check.* The University will require criminal background checks for Teacher Candidates and will inform Teacher Candidates that the School District may require additional background checks.
- E. *Cooperating Teacher Training.* The University will provide the cooperating teacher with the necessary information and training that addresses their role, program expectations, candidate assessments, procedures, and timelines.
- F. *Handling of Records and Data.* All records and data received by the University as a result of this agreement will be treated by the University in accordance with the terms of the Minnesota Government Data Practices Act and all applicable state and federal laws.
- G. *Advising Teacher Candidates of Rights and Responsibilities.* The University will be responsible for advising the Teacher Candidate of their own responsibilities under this Agreement. The Teacher Candidate shall be advised of their obligations to abide by the policies and procedures of the School District, and should any Teacher Candidate fail to abide by any policy and/or procedure, he or she may be removed from the clinical experience or program.
- H. *Honorarium.* For and in consideration of the placement of a student teaching Teacher Candidate with School District, the University agrees to pay each cooperating/mentor teacher selected to guide the student's experience an honorarium. This honorarium is in addition to the regular salary paid by the School District. This section is not intended to provide an honorarium for pre-student teaching field experience placements. Any consideration for field experience placements will be discussed between the parties on a case-by-case basis. Nothing about this Agreement, including the University's payment of this honorarium, shall make the cooperating/mentor teacher an employee, agent, or representative of the University. The cooperating/mentor teacher is responsible for any tax withholding or reporting associated with this honorarium.

### 2. DUTIES AND RESPONSIBILITIES OF THE SCHOOL DISTRICT

- A. *Establishment of Clinical Experiences.* The School District authorizes the use of its facilities as may be

agreed upon by the School District and the University for Clinical Experience, professional development, and observations.

- B. *Policies of School District.* In advance of the Teacher Candidate's participation in the Clinical Experience, the School District shall provide directly to the Teacher Candidates all of the applicable district and school policies.
- C. *Cooperating Teacher Eligibility Requirements.* The School District agrees to provide cooperating teachers who will supervise Teacher Candidate activities during the Clinical Experience. School District represents any School District cooperating teacher selected to work with a Teacher Candidate will meet the following minimum requirements:
  - i For student teaching and practicum, the cooperating teacher: (i) has at least three years of teaching experience as a teacher of record in the licensure area; (ii) holds a professional license aligned to the assignment; (iii) has completed, or is willing to complete, professional development in coaching strategies for adult learners; and (iv) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
  - ii For field experiences prior to student teaching, the cooperating teacher: (i) has at least two years of teaching experience; (ii) holds a Tier 2 license or professional license aligned to the assignment; and (iii) models effective instruction, including the use of state academic standards or, if unavailable, national discipline-specific standards, and culturally responsive teaching.
- D. *Status Change Notification.* The School District shall immediately notify the University if there is a change in the licensure status of any cooperating teacher providing supervision to any Teacher Candidate.
- E. *Vacancies.* The School District shall not replace any of its employees nor fill any vacancies normally filled by an employee with a Teacher Candidate assigned under this Agreement. For the avoidance of doubt, a Teacher Candidate shall not act as a substitute teacher if they are enrolled in an undergraduate teacher education program. Teacher candidates who are enrolled in post-baccalaureate or graduate teacher preparation programs, have previously earned a bachelor's degree, have an appropriate MN teaching license, have approval from their University liaison and School District, may serve as substitute teachers in their student teaching placement
- F. *Reporting of Teacher Candidate Progress.* The School District shall provide all information requested by the University on a Teacher Candidate's performance. If there are any Teacher Candidate evaluations, they will be completed and returned according to any reasonable schedule agreed to by the University and the School District.
- G. *Student Records.* The School District shall protect the confidentiality of Teacher Candidate records and data, whether such records or data are received from the University or the Teacher Candidate or are generated by the School as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the Teacher Candidate unless required to do so by law or as dictated by the terms of this Agreement.
- H. *Background Check.* The School District shall communicate directly with the Teacher Candidate regarding any School District required criminal background checks that need to be completed prior to the start of the Clinical Experience. Any expense related to the criminal background checks will be the responsibility of the Teacher Candidate.

### 3. MUTUAL TERMS AND CONDITIONS

- A. *Number of Participating Teacher Candidates.* The parties will mutually agree upon the number of Teacher Candidates that shall be assigned to the School District for each Clinical Experience.
- B. *Removal of Noncompliant Teacher Candidate.* University may withdraw, suspend or terminate a Teacher Candidate for violations of the University's student code, academic deficiencies, behavioral violations, or other reasons subject to University policy, process, and procedures. The University liaison will notify the School District administrator promptly if a Teacher Candidate becomes suspended or withdraws from the teaching program or University. In cases where a teacher candidate's performance or conduct threatens the safety and welfare of students, visitors, or staff of the School District, the School District may suspend the teacher candidate's participation at the School District site(s). The School District administrator will consult with the University liaison before suspending a Teacher Candidate, except where consultation is not reasonably possible under the circumstances.
- C. *Termination of Placement.* If a Teacher Candidate feels threatened, harassed, discriminated against, or

unsafe as a result of Cooperating Teacher, or School District, conduct during the Clinical Experience, or Cooperating Teacher's conduct threatens the safety and welfare of Teacher Candidate or students of the School District, the University may suspend or terminate the placement of the Teacher Candidate with the Cooperating Teacher. In such case, the University liaison will promptly notify the School District administrator of the placement termination. In the case that a Cooperating Teacher leaves the School District, is suspended, or is terminated, the School District administrator will notify the University liaison promptly.

- D. *Term of Agreement.* This term of this Agreement shall be five (5) years, commencing on 2/12/24 and ending 2/12/29.
- E. *Termination of Agreement.* The University or the School District may terminate this Agreement for any reason upon thirty (30) days' written notice, with or without cause. Should the School District terminate this Agreement for reasons other than a material breach and prior to the completion of an academic semester, all Teacher Candidates enrolled at that time shall continue their educational experience until it would have been concluded absent the termination.
- F. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.
- G. *Governing Law.* This Agreement is governed by and interpreted in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. All disputes regarding this Agreement shall be resolved in the state courts located in Minneapolis, Minnesota.
- H. *Modification of Agreement.* This Agreement shall only be modified in writing signed by both parties.
- I. *Relationship of Parties.* The relationship between parties to this Agreement to each other is that of independent contractors. The relationship of the parties will not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors. The Teacher Candidate is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either the School District or University and neither party shall have responsibility for payment of workers' compensation benefits to the Teacher Candidate.
- J. *Liability & Insurance.* Each party to this Agreement is responsible for the negligent acts and/or omissions of its own officers, Teacher Candidates, employees, volunteers and agents. Neither party is considered the agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a party to this Agreement.

Each party shall maintain during the term of this Agreement a liability insurance program with coverage for itself, its officers, employees, volunteers and agents. Evidence of liability insurance shall be provided upon request by either party. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University Teacher Candidates for activities performed within the course and scope of their duties under this agreement. General liability coverage for Teacher Candidates is limited to bodily injury and property damage claims.

OGC-CUSTOM AKD 17NOV21

Nothing contained in this section or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either party of its governmental immunity; (ii) an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws.

- K. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regards to this relationship.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

**Regents of the University of Minnesota**

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

Name: Scott Carlson

Title: Associate Dean, CEHSP

Date:

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

Name: Amy Hietelpo

Title: Exec. Vice Chancellor of Academic Affairs

Date:

**Duluth Public Schools, ISD 709**

By: John Magas

Name: John Magas

Title: Superintendent

Date: 10/13/23



**UNIVERSITY OF MINNESOTA**  
**AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION**  
**between**  
**Regents of the University of Minnesota**  
**through its UMD (“University”)**  
**and**  
**ISD 709 (“Affiliate”)**

**WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION** (“Agreement”), effective 9/1/2023 through 9/1/2028 (term may not exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate’s sites for certain University students enrolled in the program, the parties agree as follows:

**1. Description of Affiliation.**

1.1 With this Agreement, University and Affiliate establish a program of education and training which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 Contact Information:

<u>Affiliate:</u> ISD 709 <u>Attn:</u> 4316 Rice Lake Road Suite 108 Duluth, MN 55811 <u>Phone:</u> 218- <u>E-mail:</u>	<u>University:</u> University of Minnesota Duluth <u>Attn:</u> Kathy Dowell Psychology Department 1207 Ordean Court 320 Bohannon Hall Duluth, MN 55812 Phone: 218-726-6742 E-mail: <a href="mailto:kdowell@d.umn.edu">kdowell@d.umn.edu</a>
---	---

**2. Responsibilities of the Parties.**

2.1 Joint Responsibilities.

2.1.1 University and Affiliate will each identify a person or persons responsible for liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The persons responsible for the liaison will jointly plan for:

- a. Selection, assignment and orientation of students;

- b. Periodic review and preparation of objectives for the instructional program; and
- c. Evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 The student is a participant in an educational program, and for purposes of this Agreement, shall not be considered an employee of either Affiliate or University and neither party shall have responsibility for payment of workers' compensation benefits to the student.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties agree to review this Agreement periodically to ensure that it meets with University's curriculum requirements, as well as the standards of the accrediting agency. Additionally, the parties shall evaluate the operations and effectiveness of this Agreement. Modifications to this Agreement shall be made pursuant to section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

## 2.2. University Responsibilities.

2.2.1 University shall assume overall responsibility for the general educational experience of students assigned to Affiliate, which responsibility includes the following:

- a. Determination of educational goals for each student;
- b. Establishing prerequisite criteria for placement of students with Affiliate;
- c. Determination of completion of the assignment;

- d. If required, educational goals and objectives for the students in the program are outlined in Attachment \_\_\_\_\_;
- e. Provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. Final evaluation of student performance; and
- g. If Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, then Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 For students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, the students will be required to provide proof of immunization for measles (rubecola), mumps and rubella or positive titre; annual influenza; chicken pox (varicella), documented positive history, or positive titre; pertussis; hepatitis B series or documented immunity; and evidence of annual tuberculosis test or a statement from a provider stating that the student does not have active tuberculosis (TB). Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 At the request of Affiliate, University will require students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§ 144.057 and 245A.04 as a pre-requisite to participation in the program.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the affiliation.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

### 2.3. Affiliate Responsibilities.

2.3.1 Affiliate shall assume full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate agrees to provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate agrees to identify and provide University with current copies of any policies and procedures at the clinical site, which apply to the educational experience of the students.

2.3.5 Affiliate agrees to render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' clinical experience under this Agreement. As set forth in section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during this affiliation.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

### **3. Liability Insurance and Indemnity**

3.1. The University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, the University will provide a certificate of insurance evidencing such coverage.

3.2. The University agrees to defend, hold harmless, and indemnify the Affiliate, its officers, agents, employees, and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the University, its employees, agents, or representatives (including students) during the performance of its obligation under this agreement. The University's liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. § 3.736.

3.3. The Affiliate shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate.

3.4. The Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees, and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of the Affiliate, its employees, agents, or representatives, during the performance of its obligations under this agreement.

**4. Financial Terms. (Check appropriate financial description.)**

Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment \_\_\_\_\_.

None

**5. Other Terms.**

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, sexual orientation, gender identity, or gender expression.

5.3 This Agreement supersedes all other affiliation agreements between University and Affiliate for the above-named program.


5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.


5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered null and void.

**IN WITNESS WHEREOF**, the authorized representative(s) of the parties hereto execute this Agreement as follows:

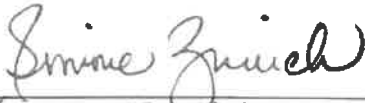
**Regents of the University of Minnesota**

By:   
Name: Kathy Dowell  
Title: Associate Professor  
Date: 9/1/2023

By:   
Name: Scott Carlson  
Title: Associate Dean, CEHSP  
Date: 10/17/2023

By:   
Name: Amy Hietapelto  
Title: UMD Exec Vice Chancellor of  
Academic Affairs (Interim)  
Date: 10-27-2023

**Affiliate**

By:   
Name: Simone Zurch  
Title: Exec. Dir. Business Services  
Date: 10/17/23

**NOTE:** This Agreement should be executed by Affiliate before University representatives begin the execution process.

## Grant Applications October 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:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
DSACF	Josh Lehigh	Denfeld/Band	\$1,800.00	Hire a guest artist to work with the bands and perform at a concert
MN FFA	Sonja Hakanson	East High School, CTE AFNR	\$2,000.00	Mental health grant, to purchase hammocks students can check out to use in School Forest.
Infy Makers Awards Contest	Cindy Miller	District-wide Technology and Innovation	\$10,000.00	Funds would be used for supplies, equipment, and PD for, and promotion of Makerspace and Computer Science curriculum, K-8.
MSHSL	Tom Pearson	Denfeld Athletics	\$500.00	Off-Peak bus passes for student-athletes.
Duluth Heritage Sports Center Foundation	Lara Olsen	Paid directly to Heritage Center on behalf of Lester Park 3rd grade	\$150.00	To provide one hour of ice time for 3rd grade field trip
Northland Foundation or Lloyd K Johnson Foundation	Jim Erickson	Laura MacArthur Elementary School	\$15,000.00	We are seeking to build a shed on the Laura MacArthur Elementary School field in order to let children use highly-engaging outdoor play and learning materials. In addition to storing winter recreational equipment like cross-country skis and kick sleds, the Duluth Family Area YMCA will partner with the school to provide child-friendly ladders, mats, and other loose parts for creative, cooperative, and physically-active play during out-of-school time programming and physical education classes. A shed is key

				<p>to access the materials and equipment efficiently, train additional teachers and Y staff, and help more children benefit from outdoor play and learning at Laura MacArthur. Our draft line-item budget is \$7,000 for the shed, \$3,000 for new kick sleds for winter programming, and \$5,000 for fence alterations (necessary because of the City's requirements for the shed location). One KEY Zone staff member reflected on the potential of creating more opportunities with high-quality loose parts at Laura MacArthur:</p> <p>"The children would create whatever they wanted to create. Sometimes that would be forts, buildings, or play some sort of game or obstacle course. I think they really like the materials because they're so different from what we were able to get in the classroom</p>
--	--	--	--	--

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Wednesday, November 15, 2023  
District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811  
3:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING</b>	
A. 606.5 Library Materials	2
B. 506 Student Discipline (replacing 5085 with same name)	14
C. 507 Corporal Punishment	35
<b>3. POLICIES FOR SECOND READING</b>	
A. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations	36
<b>4. POLICIES FOR REVIEW</b>	
A. 534 School Meals Policy	59
B. 708 Transportation of Nonpublic School Students	63
C. 428 Probationary Teacher Evaluation (renumbered from 4080 with same name)	66
<b>5. REGULATIONS - Informational</b>	
<b>6. OTHER</b>	

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

MSBA/MASA Model Policy 606.5

Orig. 2023

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

## **606.5 LIBRARY MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

### **II. GENERAL STATEMENT OF PURPOSE**

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

**[NOTE: The school board may choose to revise the General Statement of Purpose.]**

### **III. DEFINITIONS**

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as \_\_\_\_\_.]**~~

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

**~~[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]~~**

#### **IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS**

- A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

#### **V. SELECTION OF LIBRARY MATERIALS**

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
  1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
  2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
  3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;
  4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
  5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
    - a. Artistic quality and/or literary style;
    - b. Authenticity;

- c. Critical thinking;
  - d. Educational significance;
  - e. Factual content;
  - f. High interest for intended audience; and
  - g. Readability.
6. The selection of library materials shall conform to the constraints of the school district budget.

**[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]**

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

## **VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL**

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

## VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

**~~[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]~~**

- C. Informal Request for Reconsideration of Specific Library Material
  - 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
  - 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
  - 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material
  - 1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

The district will respond to Formal Request for Reconsideration within 30 school contract days. One challenge will be addressed by the committee at a time. An individual person may challenge only one book per calendar year.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.
  - 2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
    - a. One member of the school district administration
    - b. One principal
    - c. Two teachers

- d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)
- e. Two members of the school district community with no direct connection with the request for reconsideration
- f. Two student representatives (as appropriate to the specific request).

**[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]**

- 3. The Review Committee **chair** shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
- 4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
  - b. shall examine the specific library material as a whole;
  - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
  - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
- 5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

**[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]**

- 6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

**[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]**

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (School Board Responsibilities)  
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)  
Minn. Rules Part 8710.4550 (Library Media Specialists)  
*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853  
(1982)  
*Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)

**Cross References:** MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

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

MSBA/MASA Model Policy 606.5

Orig. 2023

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

## **606.5 LIBRARY MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

### **II. GENERAL STATEMENT OF PURPOSE**

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

**[NOTE: The school board may choose to revise the General Statement of Purpose.]**

### **III. DEFINITIONS**

- A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as \_\_\_\_\_."]**~~

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

**~~[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]~~**

#### **IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS**

- A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

#### **IV. SELECTION OF LIBRARY MATERIALS**

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
  - 1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
  - 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
  - 3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
  - 4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
  - 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
    - a. Artistic quality and/or literary style;
    - b. Authenticity;

- c. Critical thinking;
  - d. Educational significance;
  - e. Factual content;
  - f. High interest for intended audience; and
  - g. Readability.
6. The selection of library materials shall conform to the constraints of the school district budget.

**[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]**

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

## **V. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL**

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

## **VI. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL**

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

**~~[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]~~**

- C. Informal Request for Reconsideration of Specific Library Material
  - 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
  - 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
  - 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material
  - 1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource* or *Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.
 

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.
  - 2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
    - a. One member of the school district administration
    - b. One principal
    - c. Two teachers
    - d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)
    - e. Two members of the school district community with no direct

connection with the request for reconsideration

- f. Two student representatives (as appropriate to the specific request).

**[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]**

3. The Review Committee **chair** shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
  - b. shall examine the specific library material as a whole;
  - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
  - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

**[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]**

6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

**[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]**

**Legal References:**

Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (School Board Responsibilities)  
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)  
Minn. Rules Part 8710.4550 (Library Media Specialists)  
*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853

(1982)

*Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)

**Cross References:** MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

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

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

MSBA/MASA Model Policy 506  
Orig. 1995  
Rev. 2023

## 506 STUDENT DISCIPLINE

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

### I. PURPOSE

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

### II. GENERAL STATEMENT OF POLICY

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices

include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

#### **IV. POLICY**

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
  - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
  - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
  - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

#### **V. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties

within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student ~~to or~~ prevent **imminent** bodily harm or death to **the student or** another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student ~~to or~~ prevent **imminent** bodily harm or death to **the student or** another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student ~~to or~~ prevent bodily harm or death to **the student or** another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
  - 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
  - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to

prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

## **VI. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

## **VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

## **VIII. CODE OF STUDENT CONDUCT**

506 - 4 of 20

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
  2. The use of profanity or obscene language, or the possession of obscene materials;
  3. Gambling, including, but not limited to, playing a game of chance for stakes;
  4. Violation of the school district's Hazing Prohibition Policy;
  5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
  6. Violation of the school district's Student Attendance Policy;
  7. Opposition to authority using physical force or violence;
  8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
  9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
  10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
  11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
  12. Using, possessing, or distributing weapons, or look-alike weapons or other

dangerous objects;

13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. ~~Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting

products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the

rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## **IX. RECESS AND OTHER BREAKS**

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
  - 1. a student causes or is likely to cause serious physical harm to other students or staff;
  - 2. the student's parent or guardian specifically consents to the use of recess detention; or
  - 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

## **X. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district **code of conduct**, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district

personnel, and verbal warning;

- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

#### **XI. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school

district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

**[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]**

**C. Procedures for Removal of a Student From a Class.**

1. Specify procedures *to remove a student from a class* to be followed by a teacher, school administrator, or other school district employee ~~to remove a student from a class;~~
2. Specify required approvals necessary;
3. Specify paperwork and reporting procedures.

**D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)**

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

**E. Responsibility for and Custody of a Student Removed from Class.**

1. Designation of where student is to go when removed;

2. Designation of how student is to get to designated destination;
3. Whether student must be accompanied;
4. Statement of what student is to do when and while removed;
5. Designation of who has control over and responsibility for student after removal from class.

**F. Procedures for Return of a Student to a *Specific Class* from Which the Student was Removed.**

1. Specification of procedures;
2. Actions or approvals required such as notes, conferences, readmission plans.

**G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;**

1. ~~Specification of Procedures; Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~
2. Actions or approvals required, such as notes, conferences, readmission plans.

**H. Disabled Students; Special Provisions.**

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and
3. Any procedures determined appropriate for referring students in need of special education services to those services.

**I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.**

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota StatutesN section 121A.29.

**J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.**

~~**K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**~~

~~**L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**~~

~~**M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and**~~

~~**N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.**~~

## **XII. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to ~~provide alternative educational services~~ before dismissal proceedings or ~~pupil withdrawal agreements~~, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. **Disciplinary Dismissals Prohibited**

1. **A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:**
  - a. **a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or**
  - b. **kindergarten through Grade 3.**
2. **This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.**
3. **Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.**

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules

promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no

more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.

6. ~~Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) **consecutive school** days.

**E. Expulsion and Exclusion Procedures**

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe **alternative educational services the nonexclusionary disciplinary practices** accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district **shall must** advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) **and is posted on its website**.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of

alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator ~~shall~~ **must** prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ **must** include measures to improve the student's behavior, ~~including which may include~~ completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, ~~social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions.~~ The plan **must include reasonable attempts to obtain** parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

### **XIV. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, ~~each exclusion or expulsion, each physical assault of a school district employee by a student pupil, and each pupil withdrawal agreement~~ within thirty (30) days of the ~~assault effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner.~~ This report must include a statement of the ~~alternative educational services nonexclusionary disciplinary practices,~~ or other sanction, intervention, or resolution **in response to the assault** given to the ~~student pupil~~ and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the ~~student's pupil's~~ age, grade, gender, race, and special education status.

### **XV. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

### **XVI. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's

conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

### **XVII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

### **XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

#### **XIX. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

#### **XX. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. §§ 121A.60 (Definitions)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. Ch. 125A (Special Education and Special Programs)  
Minn. Stat. § 152.22, Subd. 6 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles;  
Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

## ~~5085 SCHOOL DISCIPLINE POLICY~~

~~The School Board believes that a self-disciplined citizenry is essential for the maintenance of a free society.~~

~~The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel.~~

~~Under no circumstances will vandalism, violence, destructive acts, intimidation, extortion, harassment, malicious disturbances, use of controlled substances, or any other violations of the law be tolerated, condoned, or excused. Immediate steps will be taken to discipline any student involved in such behavior.~~

~~Because of its major importance, the complete text of the School District's School Discipline Policy for Elementary and Secondary Schools follows the above policy statement and should be considered as included as School Board Regulation 5085R.~~

~~References: MSA 121A.47—121A.55~~

~~Adopted: 06-10-1975 ISD 709~~

~~Revised: 06-14-1983~~

~~08-17-1993~~

~~01-18-1994~~

~~06-20-1995~~

~~07-16-1996~~

~~07-15-1997~~

~~07-21-1998~~

~~07-20-1999~~

~~07-18-2000~~

~~07-17-2001~~

~~06-17-2003~~

~~07-20-2004~~

~~07-19-2005~~

~~07-18-2006~~

~~07-17-2007~~

~~07-15-2014 ISD 709~~

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

MSBA/MASA Model Policy 507

Orig. 1995

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

Rev. 2023

## **507 CORPORAL PUNISHMENT AND PRONE RESTRAINT**

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

### **I. PURPOSE**

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a students.

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

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student. ~~or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm, or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.~~

### **V. EXCEPTIONS**

A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

### **VI. VIOLATION**

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

**Legal References:** Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)

**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. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

**VIII. 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.~~
- 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 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.~~

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.

## IX. 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 **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  
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**

**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)

534 SCHOOL MEALS POLICY

*[Note: In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, that now states require that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program].*

*[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]*

*[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte items or second meal charges.]*

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

*[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]*

A. *[OPTION 1: All a la carte items or second meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students’ accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge a la carte items or a second meal until additional money is deposited in the student’s account.]*

~~*[OPTION 2: Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge second meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students’ accounts (e.g., electronic payment options, pay at the school office, etc.).]*~~

~~*[OPTION 3: Insert a school district specific process for payment of a la carte items or second meals.]*~~

Payment for second meals or ala carte items is expected at the time the meal is served. Parents have three options to put money in their child’s lunch account:

- 1. Online payments
- 2. Check sent to the child’s school or Administrative offices

### 3. Cash sent to the child's school or Administrative offices

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

- B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

- C. Each school that participates in the free school meals program must:

(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

~~If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.~~

- ~~D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~

- E. When a student has a negative account balance, the student will not be allowed to charge a snack item **second meal or ala carte items**.

~~A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.~~

- ~~F D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.~~

- ~~G F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.~~

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$[10.00] or [insert number of meals]. Families will be notified by [insert the method used to notify families (monthly billings sent home)].
- ~~B C.~~ Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. ~~including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs, providing nonreimbursable meals, or affixing stickers, stamps, or pins.~~

**IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free ~~and~~ or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$[50.00], not paid prior to [enter time period (end of August, before new school year starts)], will be turned over to the ~~superintendent or superintendent's designee~~ accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection. ~~some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.~~
- ~~E D.~~ The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- ~~D E.~~ The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

**V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

- C. ~~If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.~~

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

New Policy: 534  
First Reading: 07-18-17  
Adopted: 08-22-17  
First Reading: 11-15-22  
Second Reading: 12-20-22  
Adopted: 12-20-22  
Reviewed:

## 708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

***[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]***

### I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

### III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in ~~Minn. Stat. §§~~ **Minnesota Statutes, sections** 123B.88 and 123B.92 when applicable. (~~Minn. Stat. § 123B.86, Subd. 1~~)
- B. Upon the request of a parent or guardian, the school district ~~shall~~ **must** provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation ~~shall~~ **must** be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (~~Minn. Stat. § 123B.88, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a)~~)
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (~~Minn. Stat. § 123B.86, Subd. 2(b)~~)
- D. The school district ~~shall~~ **must** provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (~~Minn. Stat. § 123B.44, Subd. 1~~)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. **A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.**
- F. **The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.**
- G. **If the school board provides pupil transportation through the school's employees, the**

school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- FI. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

#### IV. ~~SPECIAL EDUCATION/DISABLED STUDENTS~~ STUDENTS WITH DISABILITIES

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district ~~shall~~ **must** provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district **boundary**. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (~~Minn. Stat. § 125A.18~~)
- B. ~~Disabled students whose handicapped conditions~~ **When the disabling conditions of a student with a disability** are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, **the student** shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport ~~disabled~~ **students with a disability** on the basis of the ~~handicapping~~ **disabling** conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (~~Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1~~)
- C. Each driver and aide assigned to a vehicle transporting students with a disability ~~will~~ **must** ~~(1) be provided with appropriate training~~ **(1) be instructed in basic first aid and procedures** for the students in their care; ~~(2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities;~~ **(2) will assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus;** and ~~(4) will ensure the that proper use of protective safety devices are in use and fastened properly. and will be provided with access to emergency health care information as required by law.~~ (~~Minn. Rules Part 7470.1700~~)
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care

information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

- DE. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the ~~alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)~~ **Minnesota Statutes chapter 125A.**

## V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

**Legal References:** Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.84 (Policy)  
Minn. Stat. § 123B.86 (Equal Treatment)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.91, Subd. 1a (~~Compliance by Nonpublic and Charter School Students~~ **School District Bus Safety Requirements**)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. Ch. 125A (~~Children With a Disability~~ **Special Education and Special Programs**)  
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
*Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)  
*Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)  
*Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8<sup>th</sup> Cir. 1992)  
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)  
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)  
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)  
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

**Cross References:** MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
~~MSBA Service Manual, Chapter 2, Transportation~~

First Reading: 06-21-2016

**Adopted: 07-19-2016 ISD709**

## 4080428 PROBATIONARY TEACHER EVALUATION

### I. PURPOSE

The purpose of this policy is to ensure that all probationary certified staff members are evaluated in accordance with Minnesota state statutes. Inherent in an evaluation plan is a means for improving employee performance and ensuring continued instructional improvement.

### II. GENERAL STATEMENT OF POLICY:

- A. The district understands that effective teaching improves student achievement, making an evaluation and improvement plan an essential element of an educational program which promotes success for all students.
- B. All teachers in the School District, during the first three years of consecutive employment, shall be deemed to be in a probationary period of employment during which period any annual contract may or may not be renewed by the School Board. Probationary teachers shall be comprehensively evaluated a minimum of three times a year. These evaluations should take place each year by ~~November~~ December 1, February 1, and May 1. Any deficiency in teaching shall be clearly identified in writing and a reasonable time given to the teacher to remedy the deficiency.

Copies of the written appraisals will be provided to the probationary teacher and placed on file in the Human and Community Resources and Relations Department.

**Legal References:** Minn. Stat. § 122.A41 Subd. 2. (Teacher Tenure Act; Cities of the First Class; Definitions)

~~Reference:~~ MSA 125.17

Adopted: 06-09-1970 ISD 709

Revised: 08-09-1983

10-09-1984

06-20-1995 ISD 709

## **4080428 PROBATIONARY TEACHER EVALUATION**

All teachers in the School District, during the first three years of consecutive employment, shall be deemed to be in a probationary period of employment during which period any annual contract may or may not be renewed by the School Board. Probationary teachers shall be comprehensively evaluated a minimum of three times a year. These evaluations should take place each year by ~~November~~ **December** 1, February 1, and May 1. Any deficiency in teaching shall be clearly identified in writing and a reasonable time given to the teacher to remedy the deficiency.

Copies of the written appraisals will be provided to the probationary teacher and placed on file in the Human ~~and Community~~ Resources ~~and Relations~~ Department.

Reference: MSA 125.17

Adopted: 06-09-1970 ISD 709

Revised: 08-09-1983

10-09-1984

06-20-1995 ISD 709

## Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

### Agenda

Tuesday, November 21, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

## 1. Consent Agenda

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

- |  |    |
|--|----|
| 1) Regular School Board Meeting - October 17, 2023   | 3  |
| 2) Special School Board Meeting Re: Property - October 3, 2023                               | 6  |
| 3) Special [Closed] School Board Meeting Re: Property Sale - October 11, 2023                | 7  |
| 4) Special [Closed] School Board Meeting Re: Disciplinary & Property Sale - October 17, 2023 | 8  |
| 5) Special School Board Meeting - October 23, 2023   | 10 |

### B. Approval of Action Items

- |   |    |
|---|----|
| 1) <u>Human Resources</u>   |    |
| a. <u>Staffing Report</u>   | 12 |
| b. <u>Other Action Items</u>  |    |
| 2) <u>Finance</u>   |    |
| a. <u>Financial Report</u>  | 14 |
| b. <u>Fundraisers</u>   | 15 |
| c. <u>Bids, RFPs and Quotes</u>   |    |
| (1) QUOTE #4388 - OPG-3 Content Management                                      | 16 |
| d. <u>Contracts, Change Orders, Leases</u>                                      |    |
| (1) Amendment to Central Overlook Development Agreement                         | 17 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u> |    |
| 4) <u>Other</u>   |    |
| a. <u>Diploma Requests</u>  | 25 |
| b. <u>Field Trip Requests</u>   | 35 |
| c. <u>Data Sharing Agreements</u>   |    |

### C. Approval of Policy Readings

- |  |    |
|--|----|
| 1) <u>First Readings</u>   |    |
| a. 606.5 Library Materials   | 47 |
| b. 506 Student Discipline (replacing 5085 with same name)  | 59 |
| c. 507 Corporal Punishment   | 80 |
| 2) <u>Second Readings</u>  |    |
| a. 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations | 81 |
| 3) <u>Policies for Review</u>  |    |

a. 534 School Meals Policy	115
b. 708 Transportation of Nonpublic School Students	122
c. 428 Probationary Teacher Evaluation (renumbered from 4080 with same name)	128

**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 - November 15, 2023
- 2) Policy Committee - November 15, 2023
- 3) Human Resources/Business Services Committee - November 14, 2023

Regular School Board Meeting  
Tuesday, October 17, 2023 7:00 PM Central

District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811

Kelly Durick Eder: Present  
David Kirby: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Alanna Oswald: Present  
Amber Sadowski: Absent  
Paul Sandholm: Present  
Present: 6, Absent: 1.

1. Call to Order  
at 7:45 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to amend the agenda to add the Summary of Superintendent Evaluation to 8.D. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

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

Yea: 6, Nay: 0, Absent: 1

Move to accept the agenda as amended. This motion, made by David Kirby and seconded by Paul Sandholm, Passed.

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

Yea: 6, Nay: 0, Absent: 1

5. School and Community Recognition

None.

6. Public Comment

Christy Quinn spoke to the school board regarding Lowell Elementary school.

Frances Wittenberg spoke to the school board regarding parent involvement policies.

Jim Olson spoke to the school board regarding the Quality Leadership Team.

Katherine Disterhaut spoke to the school board regarding assistance with resolution of a school situation.

Frank Bucar spoke to the school board regarding facility request permit, Lincoln Park Middle School survey, and language in the hallways.

7. Reading Communications, Petitions, Etc.

None.

8. Report of the Superintendent

8.A. Reports from Student School Board Representatives  
Lauryn Molitor presented the Denfeld Student Report.  
Elsa Priest presented the East Student Report.

8.B. Superintendent's Report  
Superintendent Magas presented the Superintendent's Report.

Topics Included:  
Student Reports  
Referendum Updates  
Superintendent Evaluation

Discussion was had.

8.C. Schedule of Meetings and Events

8.D. Summary of the Superintendent Evaluation  
Chair Lofald presented the Summary of the Superintendent Evaluation.

## 9. Report of Standing Committees

9.A. Committee of the Whole

9.A.1) Monthly Committee of the Whole (*October 3, 2023*)  
Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

9.B. Human Resources/Business Services Committee (*October 10, 2023*)  
Member Durick Eder presented the HR/Business Services Committee Report.  
Discussion was had.

9.C. Policy Committee (*October 3, 2023*)  
Member Loeffler-Kemp presented the Policy Committee Report.  
Discussion was had.

## 10. General Board Committee Updates

Member Sandholm shared information about the MSHSL Committee.  
Member Durick Eder shared information about the Inter-Governmental meeting.  
Member Loeffler-Kemp shared information about the Quality Steering Committee.  
Member Loeffler-Kemp shared information about the Head Start Policy Committee.

## 11. Consent Agenda

Move to approve the Consent Agenda. This motion, made by David Kirby and seconded by Paul Sandholm, Passed.

Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

## 12. Resolutions from Committee Reports

12.A. B-10-23-3988 - Acceptance of Donations to Duluth Public Schools  
Move to approve B-10-23-3988 - Acceptance of Donations to Duluth Public Schools. This motion, made by Rosie Loeffler-Kemp and seconded by Paul Sandholm, Passed.

Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

12.B. B-10-23-3989 - Acceptance of Grant Awards to Duluth Public Schools  
Move to approve B-10-23-3989 - Acceptance of Grant Awards to Duluth Public Schools. This motion, made by David Kirby and seconded by Rosie Loeffler-Kemp, Passed.  
Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

### 13. Special Resolutions and Action Items

13.A. SP-10-23-3990 Authorizing School Board Members' Attendance at the 2023 AMSD Conference  
Move to approve SP-10-23-3990 Authorizing School Board Members' Attendance at the 2023 AMSD Conference. This motion, made by Paul Sandholm and seconded by Alanna Oswald, Passed.  
Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

13.B. HR-10-23-3991 Executive Employees Association Collective Bargaining Agreement - PLACEHOLDER  
Move to approve HR-10-23-3991 Executive Employees Association Collective Bargaining Agreement. This motion, made by David Kirby and seconded by Rosie Loeffler-Kemp, Passed.  
Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

### 14. Questions / Other

15. Adjournment  
Move to adjourn at 9:15 p.m. This motion, made by Paul Sandholm and seconded by Kelly Durick Eder, Passed.  
Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

Special School Board Meeting  
Tuesday, October 3, 2023 4:00 PM Central

District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811

Kelly Durick Eder: Present  
David Kirby: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Alanna Oswald: Absent  
Amber Sadowski: Present  
Paul Sandholm: Present  
Present: 6, Absent: 1.  
at 4:20 p.m.

1. Call to Order  
at 4:20 p.m.

2. Roll Call

3. Resolution B-10-23-3987 Authorizing the closing of the sale of real property with the street address of 3200 West Superior Street, Duluth, Minnesota  
Motion to approve B-10-23-3987 Authorizing the closing of the sale of real property with the street address of 3200 West Superior St. This motion, made by Kelly Durick Eder and seconded by David Kirby, Passed.  
Alanna Oswald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

4. Approval of RFP - 317 Construction Management  
Move to approve RFP - 317 Construction Management recommendation. This motion, made by David Kirby and seconded by Kelly Durick Eder, Passed.  
Alanna Oswald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1  
Discussion was had.

5. Adjournment  
Move to adjourn at 4:33 p.m. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.  
Alanna Oswald: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

Special [Closed] School Board Meeting -  
Property Sale  
Wednesday, October 11, 2023 12:00 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: Present  
Amber Sadowski: Present  
Paul Sandholm: Absent  
Present: 5, Absent: 2.

1. Call to Order  
at 12:02 p.m.

2. Roll Call

3. Closed Session

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

Move to convene to a Closed Session at 12:04 p.m. This motion, made by Rosie Loeffler-Kemp and seconded by Kelly Durick Eder, Passed.

David Kirby: Absent, Paul Sandholm: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp:

Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea

Yea: 5, Nay: 0, Absent: 2

Reconvened from Closed Session at 12:48 p.m.

4. Official Action Related to Closed Session, If Necessary

5. Adjournment

Move to adjourn at 12:49 p.m. This motion, made by Kelly Durick Eder and seconded by Rosie Loeffler-Kemp, Passed.

David Kirby: Absent, Paul Sandholm: Absent, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp:

Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Amber Sadowski: Yea

Yea: 5, Nay: 0, Absent: 2

Special [Closed] School Board Meeting -  
Disciplinary & Property Sales  
Tuesday, October 17, 2023 6:30 PM Central

District Services Center  
709 Portia Johnson Dr.  
Duluth, MN 55811

Kelly Durick Eder: Present  
David Kirby: Present  
Rosie Loeffler-Kemp: Present  
Jill Lofald: Present  
Alanna Oswald: Present  
Amber Sadowski: Absent  
Paul Sandholm: Present  
Present: 6, Absent: 1.

1. Call to Order  
at 6:33 p.m.

2. Roll Call

3. Closed Session

The Board will go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 2(b) for the purpose of engaging in preliminary consideration of allegations against an individual subject to the Board's authority. While in closed session, the Board will review and discuss allegations against an employee and the information that has been gathered relating to those allegations.

Move to convene to a closed session at 6:37 p.m. This motion, made by Kelly Durick Eder and seconded by David Kirby, Passed.

Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

Reconvened to open session at 7:18 p.m.

4. Closed Session

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

Move to convene to a closed session at 7:21 p.m. This motion, made by Kelly Durick Eder and seconded by David Kirby, Passed.

Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

Reconvened to open session at 7:34 p.m.

5. Official Action Related to Closed Session, If Necessary

Move to approve Resolution HR-10-23-3992 Proposing Discipline of an Employee. This motion, made by Jill Lofald and seconded by Kelly Durick Eder, Passed.

Amber Sadowski: Absent, Alanna Oswald: Abstain (Without Conflict), Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Paul Sandholm: Yea  
Yea: 5, Nay: 0, Absent: 1, Abstain (Without Conflict): 1

6. Official Action Related to Closed Session, if Necessary

7. Adjournment

Move to adjourn at 7:42 p.m. This motion, made by Paul Sandholm and seconded by David Kirby, Passed.

Amber Sadowski: Absent, Kelly Durick Eder: Yea, David Kirby: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Alanna Oswald: Yea, Paul Sandholm: Yea  
Yea: 6, Nay: 0, Absent: 1

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

1. Call to Order  
at 4:34 p.m.

2. Roll Call

3. Approval of Dental Rates

Move to approve dental rates. This motion, made by Jill Lofald and seconded by Paul Sandholm, Passed.

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

4. Approval of RFP - 315 Architectural Services for DNT Building

Move to approve RFP - 315 Architectural Services for DNT Building recommendation. This motion, made by Paul Sandholm and seconded by David Kirby, Passed.

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

5. Approval of RFP - 316 Engineering Services for DNT Building

Move to approve RFP - 316 Engineering Services for DNT Building recommendation. This motion, made by Amber Sadowski and seconded by David Kirby, Passed.

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

6. Adjournment

Motion to adjourn at 5:19 p.m. This motion, made by Paul Sandholm and seconded by Jill Lofald, Passed.

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



**HUMAN RESOURCES ACTION ITEMS FOR: November 21, 2023**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
MONSON, DONALD G, JR	FLOATING SUB TEACHER/MYERS-WILINS, (MA+45) IV 9 1.0	10/3/2023
SCHNABEL, PHEBE A	SPED SETTING III TEACHER/STOWE, (MA) IV 9 1.0,	10/31/2023
STEFFAN, KAITLYN J	FLOATING SUBSTITUTE TEACHER/MYERS-WILKINS, (BA)III 2 1.0, MONSON D. RESIGNED	11/3/2023 11/3/2023
<b><u>CERTIFIED TEMP INC</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
SCHULLER, SUZANNE E	1/6 OVERLOAD	12/9/2022 6/9/2023
<b><u>CERTIFIED LEAVE OF ABSENCE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ABRAHAM, ALAINA M	GUIDANCE COUNSELOR/EAST	12/05/2023 12/13/2023
FINSTAD, CINDY C	UNABLE TOWORK DUE TOMEDICAL CONDITION	09/30/2023 10/23/2023
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE	10/27/2023
MONSON, DONALD G, JR	FLOATING SUB TEACHER/MYERS-WILKINS	10/31/2023
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
KOLODGE, LISA E	SPED SPEECH LANG PATHOLOGIST/LAURA MAC	06/30/2024
PARO-STROTHER, DAWN R	GRADE 6 TEACHER/ORDEAN EAST	06/07/2024
TAALLERUD, MARY S	SWS ENGLISH TEACHER/ORDEAN-EAST MS	06/07/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ALLEN, STEPHANIE M	HEALTH ASSISTANT/LPN PARA/DISTRICT WIDE, 32.5/38WKS, \$25.08/HR, LIND J. RESIGNED	10/04/2023
ANDERSON, KALEN M	HOURLY DISHWASHER/STOWE, 10/38WKS, \$13.00/HR.	10/04/2023
ATELLA, LINDA J	HOURLY SUB MAIN./DISTRICT WIDE, 20/38WKS, \$15.00/HR	10/23/2023
BOWLES, QUIENTIN D	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$19.30/HR, MAKI M. TRANSFER	11/06/2023
BRICKSON, JESSICA A	NUTRITIONAL SERVICE ASSISTANT/LESTER PARK, 17.5/38WKS, \$15.22/HR	10/23/2023
BUTLER, ASHLEE N	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR	10/10/2023
BUTLER, ASHLEE N	SPED BW PARA/PIEDMONT, 31.25/38WKS, \$18.30/HR, WINKLESKY D. TRANSFER	10/30/2023
DEHNKE, KAITLYN F	SUPERVISORY ASSISTANT PARAPROFESSIONAL/LINCOLN PARK, 32.5/38WKS, \$18.53/HR	10/30/2023
DUVALL, JACQUELINE E	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$20.99/HR	10/09/2023
ENGEN, MICHAEL A	TECH TUTOR PARA/EAST/40HRS/38WEEKS, \$20.65/HR	10/16/2023
FOX, DAVID J	ROUTE COORDINATOR/TRAINER/DISTRICT WIDE, 40/52WKS, \$26.61/HR	10/23/2023
GLEMBIN, TERI L	TECHNICAL TUTOR PARA/EAST, 40/38WKS, \$21.84/HR, LEONARD B. RETIRED	11/01/2023
GREENBERG, JOSHUA D	BUS DRIVER/TRANSPORTATION, 25/38WKS, \$21.08/HR, TJADEN L. TERMINATED	10/16/2023
JUGASEK, SAMANTHA J	KEYZONE SPED PARA/PIEDMONT, 15/38WKS, \$19.30/HR, TEMP POSITION	10/16/2023
LAUGER, RICHARD H	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$15.22/HR	10/23/2023
MCGUIRE, KYLIE M	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 32.5/38WKS, \$19.17/HR, BLIX J. RESIGNED	11/06/2023
MUNTER, ANTHONY P	HOURLY MONITOR/LAKEWOOD, 20/38WKS, \$15.00/HR	10/17/2023
PODGORSEK, MATTHEW R	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$13.50/HR	10/02/2023
RUNNELS, ROBERT O	SPED PROGRAM PARA/DENFELD, 32.5/38WKS, \$20.46/HR, HURSEY K. RESIGNED	10/16/2023
SCHEER, ALICE M	HOURLY MONITOR/PIEDMONT, 12.8/38WKS, \$13.50/HR	10/04/2023
SCHEER, ALICE M	SPED BW PARA/PIEDMONT, 31.25/38WKS, \$19.30/HR, MARUNICH R. RESIGNED	10/31/2023
SCHILING, ANNEMARIE C	COMMUNITY SCHOOLS COORDINATOR/DISTRICT WIDE, 50WKS, \$1,211/WK, HOFFMAN C. RESIGNED	11/06/2023
SHATTO, MILLI	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR	10/05/2023
SNEDKER, ANGELA R	SPED BW PARA/DENFELD, 32.5/38WKS, \$20.36/HR, BELLARIO M. MEDICAL LEAVE	10/12/2023
VARYVODOVA, OLGA F	CUSTODIAN/CONGDON, 40/52WKS, \$17.52/HR.	10/30/2023
VERSICH, RILEY A	SPED STUDENT SPECIFIC PARA/LINCOLN PARK, 30/38WKS, \$20.46/HR	10/23/2023
VERSICH, RILEY A	RESCINDED RESIGNATION/TRANSFER TO LESTER PARK ES	11/06/2023
WHITLOCK, NICHOLE E	SPED BW PARA/ORDEAN, 32.5/38WKS, \$19.17/HR, DAWSON S. TRANSFER	11/06/2023
WITTENBERG, FRANCES J	HOURLY MONITOR/LAKEWOOD, 20/38WKS, \$15.22/HR	10/31/2023
WODELE, AMELIA R	DANCE TEAM ASST. COACH/DENFELD,	10/09/2023
<b><u>NON-CERT RESGINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ALLEN, STEPHANIE M	HEALTH ASST. LPN PARA/ORDEAN-EAST	10/31/2023
BLIX, JENNIFER L	SPED ECSE PARA/DISTRICT WIDE	10/31/2023
DEGLER, HEATHER A	SPED PROG PARA SETTING 3/4 / CHESTER CREEK	12/21/2023
DILLON, ALLISON L	SPECIAL SERVICES SUPERVISOR/DISTRICT WIDE	10/18/2023
GULAN, SARAH J	CULTURAL IMMERSION PROG PARA/LOWELL ES	10/13/2023
HIETALA, JOSEPH M	CO-CURRICULAR HEAD FOOTBALL COACH/EAST	10/20/2023
JUGASEK, SAMANTHA J	SPED CHILD SPECIFIC/PIEDMONT	10/16/2023
MARUNICH, RENEE M	SPED PROG PARA SETTING III/IV/PIEDMONT	10/25/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA/EAST HS	11/10/2023

MISHCHENKO, YEVGENIIA	RECINDED RESIGNATION	11/10/2023
SMITH, JESSICA D	BUS HELPER/TRANSPORTATION	10/09/2023
VERSICH, RILEY A	SPED CHILD SPECIFIC/LINCOLN PARK MS	10/26/2023
WASHINGTON, EDITH E	COORD OF AMERICAN INDIAN EDU/DSC	11/08/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BENSON, DANE R	ISPECS/MYERS-WILKINS, SCHOOL OSSS/DW \$\$41,024	
MCCRACKEN, CRYSTAL M	OSSS/SPECIAL SERVICES/ SPEC ED BW PARA/PIEDMONT, \$19.83/HR L.LeischkeLEI	10/30/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
COOK, CHARLES W	HR MANAGER/DSC	10/02/2023	10/13/2023
ELSTAD, JODI R	CHILD NUTRITION ASSISTANT/LOWELL	11/10/2023	11/17/2023
MADOLE, ROBYN M	SPECIAL ED PARAPROFESSIONAL/LESTER PARK	11/08/2023	11/17/2023
OZMUN, NANCY J	PRESCHOOL PARAPROFESSIONAL/STOWE	10/23/2023	11/20/2023
RITCHIE, JOSEPH H	UNABLE TO WORK DUE TO MEDICAL CONDITION	11/16/2023	12/29/2023
SALISBURY, HANNAH J	SPED PARAPROFESSIONAL/ORDEAN EAST	09/29/2023	10/13/2023



HR/BS Services Committee Monthly Fund Balance Report

Nov 14, 2023 Committee Meeting

11/7/2023

REVENUES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET	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	\$127,328,420.57	\$34,718,163.56	\$500.00	\$92,610,757.01	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$622,480.86		\$3,416,719.14	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,270,545.37		\$5,750,395.75	
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,623,618.35	\$ -	\$6,871,926.65	
Operating Capital	5	\$2,742,547.00	\$2,742,547.00	\$1,089,107.93	\$ -	\$1,653,439.07	
Building Construction	6	\$ -	\$ -	\$ -		\$ -	
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,649,631.32	\$ -	\$21,997,591.68	
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$208,549.26	\$ -	\$741,450.74	
Student Activity	79	\$58,406.00	\$581,369.43	\$96,838.32	\$ -	\$484,531.11	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,081,346.12</b>	<b>\$41,278,934.97</b>	<b>\$500.00</b>	<b>\$ -</b>	<b>\$133,802,911.15</b>

EXPENSES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET	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	\$120,755,912.84	\$28,295,779.46	\$4,042,733.04	\$88,417,400.34	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$911,343.83	\$2,302,860.65	\$798,671.52	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$1,766,050.45	\$482,966.43	\$4,500,615.88	
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,987,740.21	\$29,971.53	\$5,613,153.26	
Operating Capital	5	\$7,999,619.25	\$7,999,619.25	\$3,318,609.30	\$232,068.68	\$4,448,941.27	
Building Construction	6	\$ -	\$ -	\$2,174,540.25	\$418,571.72	-\$2,593,111.97	
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	\$314,982.24	\$ -	\$600,017.76	
Student Activity	79	\$306,948.00	\$276,264.96	\$48,618.26	\$2,620.19	\$225,026.51	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$172,233,920.81</b>	<b>\$41,074,126.45</b>	<b>\$7,511,792.24</b>	<b>\$ -</b>	<b>\$123,648,002.12</b>

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 030 Asst Supt	\$22,613.50
Program 110 Admin	\$ -
Program 108 Tech	\$390,288.51
Program 203 Elem	\$341,633.01
Program 211 Secondary	\$284,394.87
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ -
Program 740 Pupil Engage	\$1,296.63
	<hr/>
	\$1,040,226.52

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$231,206.22
Program 298 Expense	\$210,679.39

**Fundraisers Reported  
October 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park ES	5th Grade	\$1,125.00	Selling pizza & other items at school dance
Lincoln Park ES	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	Coffee and Tea sales through Annick's Old World Coffee & Tea School Fundraising program
Lincoln Park MS	Choir program	\$100.00	T-shirt sales through DLH Clothing. DLH will create a "sing" t-shirt that is LPMS colored (blue and yellow). Portions of any shirt sold during the fundraiser would be given to our Choir program. No selling would be required by our students, other than sharing an online store.
Districtwide	KeyZone with YMCA	\$1,890.00	A fun interactive way to help provide childcare assistance, extracurricular activities, swim lessons, and meals to students of the ISD 709 District through the YMCA.

**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 #4388 OPG-3 CONTENT MANAGEMENT  
**Date:** November 9, 2023

The quote is for the implementation of a content management system for employee files from the Human Resources department documents . One (1) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
OPG-3	\$26,225.00
REVVVER	NO REPLY
HYLAND	NO REPLY

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 OPG-3 for the amount of **\$26,225.00 for the OPG-3 CONTENT MANAGEMENT**

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



**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

**between**

**CITY OF DULUTH**

**and**

**INDEPENDENT SCHOOL DISTRICT NO. 709**

**Dated as of \_\_\_\_\_, 202\_\_**

**FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Amendment”), effective as of the date of attestation hereof by the City Clerk, is by and between the City of Duluth, a municipal corporation under the laws of the State of Minnesota (“City”), and Independent School District No. 709 (“Developer”).

WHEREAS, on August 3, 2022, Developer and City entered into a Development Agreement (as amended by this First Amendment, the “Development Agreement”) in relation to the property owned by Developer that is to be legally described (upon completion of the replatting process) as set forth on the attached Exhibit A (the “Property”).

WHEREAS, the Development Agreement was registered in the Office of the St. Louis County Registrar of Titles on \_\_\_\_\_, 20\_\_ as Document No. \_\_\_\_\_ and recorded in the Office of the St. Louis County Recorder on \_\_\_\_\_, 20\_\_ and Document No. \_\_\_\_\_; and

WHEREAS, Developer and City wish to amend the Development Agreement as set forth in this First Amendment.

NOW, THEREFORE, City and Developer agree to amend the Development Agreement as follows:

1. Capitalized terms used in this First Amendment that are not defined in this First Amendment have the meanings set forth in the Development Agreement.

2. Paragraph 4.A. of the Development Agreement is amended and replaced in its entirety with the following paragraph 4.A.:

*A. Recording of Agreement. Immediately following recording of the Plat, Developer shall record this Agreement, and any then-existing amendments hereto, against the District Development Property in the Offices of the County Recorder and the Registrar of Titles for St. Louis County, Minnesota and shall deliver recorded copies of this Agreement and*

*all amendments to City's Director of Planning and Economic Development (the "Director").*

3. The following paragraph 22 is added to the Development Agreement:

*22. Dedication of Public Easement for Roadway Purposes. Within 60 days of a written request by City, Developer shall dedicate to City, its successors and assigns, in trust for the benefit of the public, a permanent easement (the "Future Road Easement") for roadway purposes over, under and across that portion of the District Development Property legally described and depicted on the attached Exhibit B (the "Future Road Easement Area"). The Future Road Easement shall be recorded in the St. Louis County real estate records by City, at City's expense. The Future Road Easement shall be granted (i) at no cost to City; and (ii) free and clear of all mortgages, liens and other encumbrances. City and Developer acknowledge and agree that the existing pavement and other improvements within the Future Road Easement Area do not meet the minimum standards for a city street and the existing roadway has not been constructed, maintained or opened as a public street. Notwithstanding the provisions of Paragraph 6 above, Developer and successor owners of the District Development Property shall not be responsible for costs relating to the initial construction or subsequent maintenance, repair, or replacement of a public street and related public improvements on the Future Road Easement Area (collectively, the "Future Road Costs"); EXCEPT AS FOLLOWS: (1) if (a) initial construction of a public street or related public improvements is required solely for the development or use of the District Development Property, or any portion thereof, and (b) a change in use on all or a portion of the District Development Property necessitates public access over a public street in the Future Road Easement Area, then City may require the owner of the portion of the District Development Property on which the change in use will take place to pay the Future Road Costs for*

*the initial construction and/or subsequent maintenance, repair, or replacement of a public street and related public improvements on the Future Road Easement Area, and (2) if (a) initial construction of a public street or related public improvements on the Future Road Easement Area has been completed, and (b) a change in use on all or a portion of the District Development Property necessitates public access over a public street in the Future Road Easement Area, then City may require the owner of the portion of the District Development Property on which the change in use will take place to pay a reasonable share of the Future Road Costs for subsequent maintenance, repair, or replacement of a public street and related public improvements. The obligations and benefits of this Paragraph 22 shall run solely with the District Development Property (and no other land within the Plat) and shall not terminate upon the written certification to be delivered by the Director and the City Engineer pursuant to Paragraph 16 above. Developer's obligation to grant the Future Road Easement shall terminate upon the recording of the Future Road Easement.*

4. Except as specifically amended pursuant to this First Amendment, the Development Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Development Agreement, the provisions of this First Amendment shall govern.

5. This First Amendment may be executed, acknowledged and delivered in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first shown above.

CITY OF DULUTH,  
a Minnesota Municipal Corporation

By: \_\_\_\_\_  
Emily Larson, Mayor

Attest: \_\_\_\_\_  
Ian Johnson, City Clerk

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF ST. LOUIS     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Emily Larson, the Mayor of the City of Duluth, a municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF ST. LOUIS   )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Ian Johnson, City Clerk of the City of Duluth, a municipal corporation under the laws of the State of Minnesota.

\_\_\_\_\_  
Notary Public



## **EXHIBIT A**

### Legal Description of the Property

Block 1, Lots 1, 2, and 3, and Block 2, Lot 1, Central Overlook, St. Louis County,  
Minnesota



## MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 9/20/2023

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:

Lilly Soger  
9/20/2023

## MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 9/20/2023

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:

Lanae Tyrell Medina-Graciano

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 9/20/2023

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:

Lilly Soger  
9/20/2023



**Duluth Public  
Schools**  
Every Student. Every Day.

Shannon Brown <shannon.brown@isd709.org>

## Diploma Request

1 message

**Tracy Robertson** <tracy.robertson@isd709.org>  
To: Shannon Brown <shannon.brown@isd709.org>  
Cc: Christine Post <christine.post@isd709.org>

Wed, Oct 25, 2023 at 10:35 AM

Shannon,

A student graduated from the Bridge Program and is requesting a Denfeld diploma. Zachariah Patrick, date of graduation is 9/29/23.

Appreciatively,

Tracy Robertson  
Lead Administrative Assistance  
Denfeld High School  
(218) 336-8830 ext. 2757  
tracy.robertson@isd709.org



**Our Mission:** Denfeld's **Spirit** creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

**Our Vision:** We will work with our communities to:

- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 10/17/23

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:

Jessica Lorraine Niemi

10/17/23

October 24, 2023



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

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
<b>Lucy Maria Budisalovich</b>	<b>Duluth Public Schools</b>	<b>10/24/2023</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center



October 25, 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>
<b>Adrielle Joy Miketin</b>	<b>Duluth Public Schools</b>	<b>10/25/2023</b>

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

Nathan Glöckle  
Principal

Valarie Wagenbach  
Administrative Assistant  
Area Learning Center

**MEMORANDUM**

TO: Curriculum Dept.  
FROM: Angie Frank, Adult Diploma Program  
SUBJECT: High School Diploma  
DATE: 10/30/2023

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:

Jordan Gene Harker

10/30/2023

November 13, 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>
<b>Elvira Shchoholieva</b>	<b>Duluth Public Schools</b>	<b>11/13/2023</b>

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: 11/7/2023

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:

Christopher Vujcevic

11/7/2023

**DISTRICT 709**  
**FIELD TRIP REQUESTS**

WOLF RIDGE

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

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

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

**DEFINITIONS:**

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

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

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

**INSTRUCTIONAL TRIP ACTION**

Principal:

- Approved  
 Not Approved

Name: Jan Tarnell

Date: 10-31-23

**SUPPLEMENTAL TRIP ACTION**

Principal:

- Approved  
 Not Approved

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXTENDED TRIP ACTION**

Principal:

- Recommended  
 Not Recommended

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Assistant Superintendent:

- Recommended  
 Not Recommended

Name: Anthony [Signature]

Date: 11/08/23

School Board:

- Approved  
 Not Approved

Name: \_\_\_\_\_

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 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**

3-6-24	9:30AM	Leave Homecroft
3-6-24	10:30AM	Arrive WR
3-8-24	11:45AM	Leave WR
3-8-24	1:45PM	Arrive Homecroft

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

Signature of Contact Person: Nicole Munthe

## FIELD TRIP REQUEST CHECKLIST - Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: Nicole Munthe



# FIELD TRIP REQUEST FORM

Date of Submission: 10-31-23

Type of Trip:     Instructional     Supplementary     Extended

1. Organization/Grade/Course Planning Trip: Homecroft 5<sup>th</sup> grade
2. Contact Person (Responsible for Checklist Completion): Nicole Munthe / Philip Warmanen / Ronda Lemay
3. Field Trip Date(s): 3-6-24 - 3-8-24 Destination: Wolf Ridge, FLC
4. Field Trip Overview (Include events, establishments and locations): Attend and stay at Wolf Ridge, learning winter survival skills, including some MN science standards, and returning after 2 nights & 3 days.
5. Field Trip Departure from School (Date and Time): March 6, 2024 8:30 AM  
Field Trip Return to School (Date and Time): March 8, 2024 1:30 PM
6. Objectives of Field Trip: To cover MN science standards and to teach our students survival skills and team building.
7. Relationship to Curriculum or Student Learning: 5.3.4.1.3, 5.4.2.1.2, 5.4.4.1.1, 5.1.3.2.1, 5.4.1.1.1
8. Planned Follow-up Field Trip Activities: Students will complete working journals while there, and we will write thank you letters when we return.
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	
Total Meals	\$ 16,833
Total Lodging	\$ 0
Total Transportation	\$ 0
<input checked="" type="checkbox"/> School District Vehicle(s) <u>Voyageur bus company</u>	\$
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	1,600
Other: <u>night time snacks</u>	\$ 0
<b>Total</b>	<b>\$ 18,633</b>

Revenues	
District Budget	\$
Booster Group	\$
Donations	\$ 500
Student Fees	\$ 18,600
Total Additional Stipends:	\$
<b>Total</b>	<b>\$ 19,100</b>

11. Reviewed/Completed Request Checklist:     Yes     No

**RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

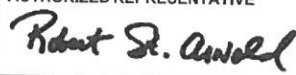
<b>PRODUCER</b> Marsh & McLennan Agency LLC 332 West Superior Street Duluth MN 55802		<b>CONTACT NAME:</b> Dee Ann Briegel <b>PHONE (A/C, No, Ext):</b> 218-623-5772 <b>E-MAIL ADDRESS:</b> Dee.Briegel@MarshMMA.com		<b>FAX (A/C, No):</b>	
<b>INSURED</b> Duluth Public Schools ISD #709 4316 Rice Lake Road Ste 108 Duluth MN 55811		INDE709		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> Dakota Truck Underwriters <b>INSURER B :</b> Indiana Insurance Company <b>INSURER C :</b> Liberty Mutual Fire Insurance Company <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	
				<b>NAIC #</b> 34924 22659 23035	

**COVERAGES**                      **CERTIFICATE NUMBER: 351414435**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB7Z5129367023	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2Z51293670013	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7Z51293670073	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0100069172023A	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Date: 3/6/24 - 3/8/24  
69 students from Homecroft Elementary, 3 teachers, 22 chaperones

<b>CERTIFICATE HOLDER</b>  Wolf Ridge Environmental Learning Center 6282 Cranberry Road Finland MN 55603	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <div style="text-align: right;"><b>283</b></div>



## DISTRICT 709 FIELD TRIP REQUESTS

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

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

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

### DEFINITIONS:

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

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

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

#### INSTRUCTIONAL TRIP ACTION

Principal:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

#### SUPPLEMENTAL TRIP ACTION

Principal:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

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

#### EXTENDED TRIP ACTION

Principal:  Recommended Name: Kevin Johnson  
 Not Recommended Date: 10-10-2023

Assistant Superintendent:  Recommended Name: Anthony Bonds  
 Not Recommended Date: 10/16/23

School Board:  Approved Name: \_\_\_\_\_  
 Not Approved Date: \_\_\_\_\_

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

# FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip:     Instructional     Supplementary     Extended

1. Organization/Grade/Course Planning Trip: Duluth East A Cappella Choir (10-12)

2. Contact Person (Responsible for Checklist Completion): Paul Christenson

3. Field Trip Date(s): 4/13/24 - 4/19/24 Destination: Miami (Royal Caribbean)

4. Field Trip Overview (Include events, establishments and locations): School performance exchange in Miami, performing on a cruise ship, & travelling around the Caribbean via cruise ship

5. Field Trip Departure from School (Date and Time): 4/13/24 @ 6:00am

Field Trip Return to School (Date and Time): 4/19/24 @ 10:00pm

6. Objectives of Field Trip: Share our musical talents, practice performing in new venues, listen to new music, & grow socially.

7. Relationship to Curriculum or Student Learning: Performing hits several of our high school curriculum standards; Quarter 4.

8. Planned Follow-up Field Trip Activities: Reflection, returning Final Concert; preparation for performance @ graduation.

9. Field Trip Budget Request Trip is being run through Marc Fioravanti with Performance tours.

Estimated Expenses	
Total Admission/Fees	\$
Total Meals	\$
Total Lodging	\$
Total Transportation	\$
<input type="checkbox"/> School District Vehicle(s)	
<input type="checkbox"/> Commercial Transportation Carrier ~ Name: _____	
<input type="checkbox"/> Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$
Other:	\$
<b>Total</b>	<b>\$ 1800</b>

per student

Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees		\$
Total Additional Stipends:		\$
<b>Total</b>		<b>\$</b>

We're running monthly fundraisers.

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**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TBD in November 2023

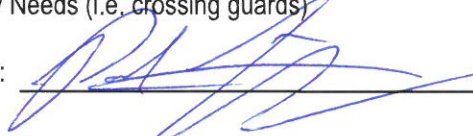
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature of Contact Person: \_\_\_\_\_

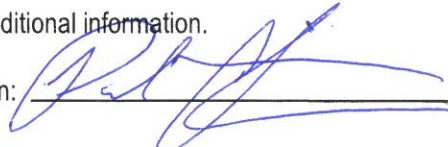


## FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

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

Signature of Contact Person: \_\_\_\_\_





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

MSBA/MASA Model Policy 606.5

Orig. 2023

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

## **606.5 LIBRARY MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

### **II. GENERAL STATEMENT OF PURPOSE**

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

**[NOTE: The school board may choose to revise the General Statement of Purpose.]**

### **III. DEFINITIONS**

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as \_\_\_\_\_."]**~~

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

**~~[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]~~**

#### **IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS**

- A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

#### **V. SELECTION OF LIBRARY MATERIALS**

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
  - 1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
  - 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
  - 3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, gender identity and orientation, or political views of the writer;
  - 4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
  - 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
    - a. Artistic quality and/or literary style;
    - b. Authenticity;

- c. Critical thinking;
  - d. Educational significance;
  - e. Factual content;
  - f. High interest for intended audience; and
  - g. Readability.
6. The selection of library materials shall conform to the constraints of the school district budget.

**[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]**

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

## **VI. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL**

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

## VII. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

**~~[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]~~**

- C. Informal Request for Reconsideration of Specific Library Material
  - 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
  - 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
  - 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material
  - 1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed [Formal Request for Reconsideration of Instructional Resource or Specific Library Collection Material](#) form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

The district will respond to Formal Request for Reconsideration within 30 school contract days. One challenge will be addressed by the committee at a time. An individual person may challenge only one book per calendar year.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.
  - 2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
    - a. One member of the school district administration
    - b. One principal
    - c. Two teachers

- d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)
- e. Two members of the school district community with no direct connection with the request for reconsideration
- f. Two student representatives (as appropriate to the specific request).

**[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]**

- 3. The Review Committee **chair** shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
- 4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
  - b. shall examine the specific library material as a whole;
  - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
  - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
- 5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

**[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]**

- 6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

**[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]**

**Legal References:** Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (School Board Responsibilities)  
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)  
Minn. Rules Part 8710.4550 (Library Media Specialists)  
*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853  
(1982)  
*Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)

**Cross References:** MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

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

MSBA/MASA Model Policy 606.5

Orig. 2023

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

## **606.5 LIBRARY MATERIALS**

### **I. PURPOSE**

The purpose of this policy is to provide direction and to delegate responsibility for selection and reconsideration of library materials.

### **II. GENERAL STATEMENT OF PURPOSE**

The school board recognizes that library materials serve as a vital component of a student's education by enriching the breadth of the curriculum as a whole and meeting the needs and interests of individual students. The purpose of library materials is to meet the needs of all students. Therefore, questions regarding selection and reconsideration of library materials should be handled differently than those concerning textbooks and instructional materials.

To ensure that library materials fulfill this role, the school board delegates to the superintendent or the superintendent's designee responsibility for administering a process for selection of library materials. Responsibility for selection shall rest with professionally trained school district staff, with recognition that the school board has the final authority on selection of library materials. Parents and guardians have the right and the responsibility to determine their children's access to library materials.

**[NOTE: The school board may choose to revise the General Statement of Purpose.]**

### **III. DEFINITIONS**

A. "Library" is the school district resource that holds the library collection that serves the information and independent reading needs of students and supports the curriculum needs of teachers and staff. The term "library" includes a school library media center. The term also includes access to electronic materials.

For school districts with multiple school buildings, the term "library" refers to the resource within a specific school building.

Minnesota Statutes, section 124D.901, states that a school district or charter school library or school library media center provides equitable and free access to students, teachers, and administrators and that a school library or school library media center must have the following characteristics:

1. ensures every student has equitable access to resources and is able to locate, access, and use resources that are organized and cataloged;
2. has a collection development plan that includes but is not limited to materials selection and deselection, a challenged materials procedure, and an intellectual and academic freedom statement;
3. is housed in a central location that provides an environment for expanded learning and supports a variety of student interests;
4. has technology and Internet access; and
5. is served by a licensed school library media specialist or licensed school librarian.

~~**[NOTE: The school board may add a sentence that incorporates the term(s) used to identify libraries in the school district, such as "The school district's libraries are commonly referred to as \_\_\_\_\_."]**~~

- B. "Library collection" consists of the library materials made available to students.
- C. "Library materials" are the books, periodicals, newspapers, manuscripts, films, prints, documents, videotapes, subscription content, electronic and digital materials (including e-books, audiobooks, and databases), and related items made available to students in a school building or through access to electronic materials. This term does not include materials made available to students as part of the curriculum.
- D. "Library media specialist" is a teacher holding a Library Media Specialist teaching license issued by the Professional Educator Licensing and Standards Boards and who is trained to deliver library services to students and staff in a library. A library media specialist is authorized under Minnesota Rules to provide to students in kindergarten through grade 12 instruction that is designed to provide information and technology literacy skills instruction, to lead, collaborate, and consult with other classroom teachers for the purpose of integrating information and technology literacy skills with content teaching, and to administer media center operations, programming, and resources.

**~~[NOTE: The specific titles of the school district's library staff should be used for this definition and substituted for "library media specialist" throughout this model policy.]~~**

#### **IV. RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS**

- A. The school board recognizes the expertise of the school district's professional staff and the vital need of such staff to be responsible for selection of library materials.
- B. While recommendations by administrators, faculty members, students, parents, and other community members may be considered, the final responsibility for selection of library materials shall rest with the library media specialist.

#### **IV. SELECTION OF LIBRARY MATERIALS**

- A. Selection Criteria: The library materials selection process should result in a library collection that, when considered as a whole, is consistent with the following criteria:
  - 1. Library materials shall support and be consistent with the general educational goals of the state and the district and the aims and objectives of individual schools and specific courses;
  - 2. Library materials shall be chosen to enrich and support the curriculum as well as to promote reading for pleasure by responding to the personal needs and interests of student users;
  - 3. Library materials shall not be excluded because of the race, nationality, religion, sex, gender, or political views of the writer;
  - 4. Library materials shall be appropriate to and reflect the needs, ages, maturity level, emotional development, ability levels, learning styles, social development, background, diversity, and needs and interests of the students for whom the materials were selected;
  - 5. Library materials shall meet high standards of quality in one or more of these categories (presented alphabetically):
    - a. Artistic quality and/or literary style;
    - b. Authenticity;

- c. Critical thinking;
  - d. Educational significance;
  - e. Factual content;
  - f. High interest for intended audience; and
  - g. Readability.
6. The selection of library materials shall conform to the constraints of the school district budget.

**[NOTE: Before adopting selection criteria, the school board is strongly encouraged to consult with the licensed library media specialist, who possesses professional expertise and experience in selecting appropriate library materials. The school board may choose to adopt selection criteria specifically designed for each school building.]**

~~**[NOTE: A school board may choose to adopt similar selection criteria for classroom library materials, with the classroom teacher making selection decisions. If a school board chooses to address classroom libraries, the board can decide whether to follow the reconsideration process in this model policy or to create a different process for classroom library materials.]**~~

- B. The library media specialist shall consult sources and specialists experienced in library materials collections appropriate for the building's students and that are reputable, experienced, unbiased, and professionally trained in school library materials.

~~**[NOTE: The school board may choose to identify specific sources and specialists that satisfy this paragraph.]**~~

- C. The superintendent or the superintendent's designee shall be responsible for keeping the school board informed of progress on review and selection of each building's library materials.
- D. Library materials that are outdated, inaccurate, no longer useful for curricular support or reading enrichment, or have not been utilized for an extended period of time may be removed. Library materials that are in poor physical condition may be removed or replaced as determined by the library media specialist or the principal.
- E. Gifts and Donations of Library Materials

Materials offered for donation or gifted to a school library may be accepted if they comply with the library collection selection criteria and approved by the library media specialist. The school district's libraries welcome donations of books and other resource materials from individuals and organizations, but also reserve the right to decline to accept library materials that do not meet the criteria for selection. In addition, financial donations to benefit school district's libraries will be accepted with the understanding that funds will be used to purchase materials that are needed for libraries based on the needs of the individual schools.

## **V. INDIVIDUAL STUDENT ACCESS TO SPECIFIC LIBRARY MATERIAL**

A parent or guardian may request that access to specific material in the library materials collection be restricted from their student. The school shall take reasonable steps to fulfill this request. This type of request will not result in removal of specific library collection material from the library or restrictions upon any other student accessing specific library materials.

## **VI. RECONSIDERATION OF SPECIFIC LIBRARY MATERIAL**

- A. The school board seeks to uphold students' access to library materials that meet the educational goals and selection criteria set forth in this policy.
- B. A school district employee, student, or a parent or guardian of a school district student may request reconsideration of specific library material on the basis of appropriateness. Access to the material in question shall not be restricted until the procedures listed below have been fully completed and a decision to remove or restrict the materials has been made.

~~**[NOTE: The school board may decide whether to allow a building principal to remove library materials pending completion of the reconsideration process.]**~~

- C. Informal Request for Reconsideration of Specific Library Material
  - 1. Requests for reconsideration of specific library material shall be directed to the library media specialist and the building principal. The building principal and the library media specialist shall assume responsibility for processing the request on an informal basis.
  - 2. The building principal and/or the library media specialist shall provide an explanation to the individual who submitted the request. The explanation shall include the particular selection criteria that the material in question met in order to be included in the library as curriculum support or as an independent reading choice for students in the building.
  - 3. If the request is not resolved informally, the principal shall submit a report on the matter to the superintendent or the superintendent's designee. The requestor will have an option to initiate a Formal Request for Reconsideration.
- D. Formal Request for Reconsideration of Specific Library Collection Material
  - 1. A Formal Request for Reconsideration of specific library material is initiated upon submission of a completed *Formal Request for Reconsideration of Instructional Resource* or *Specific Library Collection Material* form. The form must be completed in its entirety for each work that is subject to a request for reconsideration. The principal shall notify the superintendent or the superintendent's designee and the library media specialist of receipt of a completed Formal Request form.

If specific library material is the subject of a Formal Request for Reconsideration and a final decision is made to retain the specific library material, then the specific library material shall not be subject to additional requests for reconsideration for three years following the date of final resolution of the initial Formal Request for Reconsideration.
  - 2. On an annual basis, the Superintendent or the superintendent's designee shall appoint a Library Materials Review Committee (Review Committee). This committee shall include:
    - a. One member of the school district administration
    - b. One principal
    - c. Two teachers
    - d. One library media specialist (or district media specialist or public librarian if the school district does not have a library media specialist)
    - e. Two members of the school district community with no direct

connection with the request for reconsideration

- f. Two student representatives (as appropriate to the specific request).

**[NOTE: This list of Review Committee members is an example. The school board may alter this list. The school district may decide to create Review Committees for individual schools.]**

- 3. The Review Committee **chair** shall establish a date upon which it will discuss the request and whether the specific library collection material conforms to the selection criteria set forth in this policy.
- 4. The Review Committee
  - a. may consult individuals, organizations, and other resources with relevant professional knowledge on school library material;
  - b. shall examine the specific library material as a whole;
  - c. shall examine the specific library material as to its conformance with the criteria for selection of library materials; and
  - d. shall submit a written report to the superintendent or the superintendent's designee containing the Review Committee's decision on whether to retain, to remove, or to take other action regarding the specific library material.
- 5. The superintendent or the superintendent's designee shall inform the requestor and the school board of the Review Committee's decision. ~~The requestor may appeal the Review Committee's decision to the superintendent or the superintendent's designee by submitting a written appeal to the superintendent or the superintendent's designee within fourteen (14) days of submission of the Review Committee's decision to the requestor. The superintendent or the superintendent's designee shall provide a written decision on a requestor's appeal within a reasonable time period.~~

**[NOTE: The school board can decide whether to allow appeal of a Review Committee decision to the superintendent or the superintendent's designee. If appeal to the superintendent or the superintendent's designee is permitted, the school board may direct the superintendent or the superintendent's designee to craft an appeal process or the board may choose to create the process itself.]**

- 6. The requestor shall have the right to appeal the decision of the superintendent or the superintendent's designee to the school board.

**[NOTE: The school board may decide whether to allow an appeal of a Review Committee decision directly to the school board or whether the appeal to the superintendent or the superintendent's designee is a required intermediary step. If appeal to the school board is permitted, the school board may direct the superintendent or the superintendent's designee or designee to craft an appeal process or the board may choose to create the process itself.]**

**Legal References:**

Minn. Stat. § 120A.22, Subd. 9 (Compulsory Instruction)  
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)  
Minn. Stat. § 123B.09 (School Board Responsibilities)  
Minn. Stat. § 124D.901 (Public School Libraries and Media Centers)  
Minn. Rules Part 8710.4550 (Library Media Specialists)  
*Bd. of Educ., Island Trees Union Free Sch. Dist. No. 26 v. Pico*, 457 U.S. 853

(1982)

*Virginia State Bd. of Educ. v. Barnette*, 319 U.S. 624, 642 (1943)

**Cross References:**

MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 606 (Textbooks and Instructional Materials)

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

MSBA/MASA Model Policy 506

Orig. 1995

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

Rev. 2023

## **506 STUDENT DISCIPLINE**

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

### **I. PURPOSE**

The purpose of this policy is to ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.

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

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others, and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making, and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

In view of the foregoing and in accordance with Minnesota Statutes, section 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

### **III. DEFINITIONS**

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices

include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

- B. "Pupil withdrawal agreement" means a verbal or written agreement between a school administrator or district administrator and a pupil's parent to withdraw a student from the school district to avoid expulsion or exclusion dismissal proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

#### **IV. POLICY**

- A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.
- B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.
- C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.
- D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:
  - 1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;
  - 2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and
  - 3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

#### **V. AREAS OF RESPONSIBILITY**

- A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties

within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

- C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student ~~to or~~ prevent imminent bodily harm or death to the student or another.
- D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to ~~correct or~~ restrain a student ~~to or~~ prevent imminent bodily harm or death to the student or another.
- E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student ~~to or~~ prevent bodily harm or death to the student or another.
- F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.
- I. Reasonable Force Reports
  - 1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).
  - 2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to

prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

3. Any reasonable force used under Minnesota Statutes, sections 121A.582; 609.06, subdivision 1; and 609.379 which intends to hold a child immobile or limit a child's movement where body contact is the only source of physical restraint or confines a child alone in a room from which egress is barred shall be reported to the Minnesota Department of Education as a restrictive procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

## **VI. STUDENT RIGHTS**

All students have the right to an education and the right to learn.

## **VII. STUDENT RESPONSIBILITIES**

All students have the responsibility:

- A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;
- B. To attend school daily, except when excused, and to be on time to all classes and other school functions;
- C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;
- D. To make necessary arrangements for making up work when absent from school;
- E. To assist the school staff in maintaining a safe school for all students;
- F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;
- G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;
- H. To be aware of and comply with federal, state, and local laws;
- I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- J. To respect and maintain the school's property and the property of others;
- K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- M. To conduct themselves in an appropriate physical or verbal manner; and
- N. To recognize and respect the rights of others.

## **VIII. CODE OF STUDENT CONDUCT**

506 - 4 of 20

- A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
  2. The use of profanity or obscene language, or the possession of obscene materials;
  3. Gambling, including, but not limited to, playing a game of chance for stakes;
  4. Violation of the school district's Hazing Prohibition Policy;
  5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
  6. Violation of the school district's Student Attendance Policy;
  7. Opposition to authority using physical force or violence;
  8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;
  9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
  10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);
  11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
  12. Using, possessing, or distributing weapons, or look-alike weapons or other

dangerous objects;

13. Violation of the school district's Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state, or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;
22. ~~Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy; Possession of nuisance devices or objects which cause distractions and may facilitate cheating including, but not limited to, pagers, radios, and phones, including picture phones;~~
23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;
28. Possession or distribution of slanderous, libelous, or pornographic materials;
29. Violation of the school district's Bullying Prohibition Policy;
30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting

products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;
32. Falsification of any records, documents, notes, or signatures;
33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;
36. Violation of the school district's Harassment and Violence Policy;
37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;
41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;
43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
44. Violation of the school district's one-to-one device rules and regulations;
45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the

rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

## **IX. RECESS AND OTHER BREAKS**

- A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.
- B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- C. The school district must not use recess detention unless:
  - 1. a student causes or is likely to cause serious physical harm to other students or staff;
  - 2. the student's parent or guardian specifically consents to the use of recess detention; or
  - 3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
- D. The school district must not withhold recess from a student based on incomplete schoolwork.
- E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
- F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.
- G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

## **X. DISCIPLINARY ACTION OPTIONS**

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district **code of conduct**, rules, regulations, policies, or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- A. Student conference with teacher, principal, counselor, or other school district

personnel, and verbal warning;

- B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- C. Parent contact;
- D. Parent conference;
- E. Removal from class;
- F. In-school suspension;
- G. Suspension from extracurricular activities;
- H. Detention or restriction of privileges;
- I. Loss of school privileges;
- J. In-school monitoring or revised class schedule;
- K. Referral to in-school support services;
- L. Referral to community resources or outside agency services;
- M. Financial restitution;
- N. Referral to police, other law enforcement agencies, or other appropriate authorities;
- O. A request for a petition to be filed in district court for juvenile delinquency adjudication;
- P. Out-of-school suspension under the Pupil Fair Dismissal Act;
- Q. Preparation of an admission or readmission plan;
- R. Saturday school;
- S. Expulsion under the Pupil Fair Dismissal Act;
- T. Exclusion under the Pupil Fair Dismissal Act; and/or
- U. Other disciplinary action as deemed appropriate by the school district.

#### **XI. REMOVAL OF STUDENTS FROM CLASS**

- A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school

district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

- B. If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.

**[Note: The following Sections C. - J. must be developed and inserted by each school district based upon individual district practices, procedures, and preferences. School districts may consider developing and inserting procedures identified in Sections K-N.]**

**C. Procedures for Removal of a Student From a Class.**

1. Specify procedures *to remove a student from a class* to be followed by a teacher, *school administrator, or other school district employee* ~~to remove a student from a class;~~
2. Specify required approvals necessary;
3. Specify paperwork and reporting procedures.

**D. Period of Time for which a Student may be Removed from a Class (may not exceed five (5) class periods for a violation of a rule of conduct)**

1. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

**E. Responsibility for and Custody of a Student Removed from Class.**

1. Designation of where student is to go when removed;

2. Designation of how student is to get to designated destination;
3. Whether student must be accompanied;
4. Statement of what student is to do when and while removed;
5. Designation of who has control over and responsibility for student after removal from class.

**F. Procedures for Return of a Student to a *Specific Class* from Which the Student was Removed.**

1. Specification of procedures;
2. Actions or approvals required such as notes, conferences, readmission plans.

**G. Procedures for Notifying a Student and the Student's Parents or Guardian of Violation of the Rules of Conduct and of Resulting Disciplinary Actions;**

1. ~~Specification of Procedures; Specify procedures for notifying students and parents/guardians of violations of the rules of conduct and resulting disciplinary action;~~
2. Actions or approvals required, such as notes, conferences, readmission plans.

**H. Disabled Students; Special Provisions.**

1. Procedures for consideration of whether there is a need for further assessment;
2. Procedures for consideration of whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a disabled student who is removed from class or disciplined; and
3. Any procedures determined appropriate for referring students in need of special education services to those services.

**I. Procedures for Detecting and Addressing Chemical Abuse Problems of Students While on School Premises.**

1. Establishment of a chemical abuse preassessment team pursuant to Minnesota Statutes, section 121A.26;
2. Establishment of teacher reporting procedures to the chemical abuse preassessment team pursuant to Minnesota StatutesN section 121A.29.

**J. Procedures for Immediate and Appropriate Interventions Tied to Violations of the Code of Student Conduct.**

~~**K. Any Procedures Determined Appropriate for Encouraging Early Involvement of Parents or Guardians in Attempts to Improve a Student's Behavior.**~~

~~**L. Any Procedures Determined Appropriate for Encouraging Early Detection of Behavioral Problems.**~~

~~**M. Any Procedures Determined Appropriate for Referring a Student in Need of Special Education Services to Those Services; and**~~

~~N. Any Procedures Determined Appropriate for Ensuring Victims of Bullying who Respond with Behavior not Allowed under the School's Behavior Policies have Access to a Remedial Response, Consistent with Minnesota Statutes, section 121A.031.~~

## **XII. DISMISSAL**

- A. "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion, and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to ~~provide alternative educational services~~ before dismissal proceedings or ~~pupil withdrawal agreements~~, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- B. Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;
2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. **Disciplinary Dismissals Prohibited**

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
  - a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
  - b. kindergarten through Grade 3.
2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

1. "Suspension" means an action by the school administration, under rules

promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less where a student with a disability does not receive regular or special education instruction during that dismissal period.

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.
3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no

more than ten (10) days after the sixth (6<sup>th</sup>) consecutive day of suspension or the tenth (10<sup>th</sup>) cumulative day of suspension has elapsed.

6. ~~Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. The school administration shall implement alternative educational services when the suspension exceeds five (5) days.~~ Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.
7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
  - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
  - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
  - c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.
9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)
10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

12. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) **consecutive school** days.

**E. Expulsion and Exclusion Procedures**

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe **alternative educational services the nonexclusionary disciplinary practices** accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district **shall must** advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) **and is posted on its website**.
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.
14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of

alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

### **XIII. ADMISSION OR READMISSION PLAN**

A school administrator ~~shall~~ **must** prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan ~~may~~ **must** include measures to improve the student's behavior, ~~including which may include~~ completing a character education program consistent with Minnesota Statutes, section 120B.232, subdivision 1, ~~social and emotional learning, counseling, social work services, mental health services, referrals for special education or 504 evaluation, and evidence-based academic interventions.~~ The plan **must include reasonable attempts to obtain** parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

### **XIV. NOTIFICATION OF POLICY VIOLATIONS**

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, ~~each exclusion or expulsion, each physical assault of a school district employee by a student pupil, and each pupil withdrawal agreement~~ within thirty (30) days of the ~~assault effective date of the dismissal action, pupil withdrawal, or assault, to the MDE Commissioner.~~ This report must include a statement of the ~~alternative educational services nonexclusionary disciplinary practices,~~ or other sanction, intervention, or resolution **in response to the assault** given to the ~~student pupil~~ and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the ~~student's pupil's~~ age, grade, gender, race, and special education status.

### **XV. STUDENT DISCIPLINE RECORDS**

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13.

### **XVI. STUDENTS WITH DISABILITIES**

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's

conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

### **XVII. OPEN ENROLLED STUDENTS**

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

### **XVIII. DISCIPLINE COMPLAINT PROCEDURE**

Students, parents and other guardians, and school staff may file a complaint and seek corrective action when the requirements of the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, are not being implemented appropriately or are being discriminately applied.

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;
2. provide an opportunity for involved parties to submit additional information related to the complaint;
3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;
4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;
5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

6. prohibit reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and provide procedures for applying appropriate consequences for a person who engages in reprisal or retaliation.

#### **XIX. DISTRIBUTION OF POLICY**

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

#### **XX. REVIEW OF POLICY**

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)  
Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.26 (School Preassessment Teams)  
Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. §§ 121A.60 (Definitions)  
Minn. Stat. § 121A.61 (Discipline and Removal of Students from Class)  
Minn. Stat. § 122A.42 (General Control of Schools)  
Minn. Stat. § 123A.05 (State-Approved Alternative Program Organization)  
Minn. Stat. § 124D.03 (Enrollment Options Program)  
Minn. Stat. § 124D.08 (School Boards' Approval to Enroll in Nonresident District; Exceptions)  
Minn. Stat. Ch. 125A (Special Education and Special Programs)  
Minn. Stat. § 152.22, Subd. 6 (Definitions)  
Minn. Stat. § 152.23 (Limitations)  
Minn. Stat. Ch. 260A (Truancy)  
Minn. Stat. Ch. 260C (Juvenile Safety and Placement)  
20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Act)  
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)  
MSBA/MASA Model Policy 501 (School Weapons)  
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)  
MSBA/MASA Model Policy 503 (Student Attendance)  
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)  
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)

MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles;  
Patrols, Inspections, and Searches)  
MSBA/MASA Model Policy 610 (Field Trips)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

## ~~5085 SCHOOL DISCIPLINE POLICY~~

~~The School Board believes that a self-disciplined citizenry is essential for the maintenance of a free society.~~

~~The rights of individual students shall be protected and each student shall be expected to respect the person and rights of all other students, teachers, and other school personnel.~~

~~Under no circumstances will vandalism, violence, destructive acts, intimidation, extortion, harassment, malicious disturbances, use of controlled substances, or any other violations of the law be tolerated, condoned, or excused. Immediate steps will be taken to discipline any student involved in such behavior.~~

~~Because of its major importance, the complete text of the School District's School Discipline Policy for Elementary and Secondary Schools follows the above policy statement and should be considered as included as School Board Regulation 5085R.~~

~~References: MSA 121A.47—121A.55~~

~~Adopted: 06-10-1975 ISD 709~~

~~Revised: 06-14-1983~~

~~08-17-1993~~

~~01-18-1994~~

~~06-20-1995~~

~~07-16-1996~~

~~07-15-1997~~

~~07-21-1998~~

~~07-20-1999~~

~~07-18-2000~~

~~07-17-2001~~

~~06-17-2003~~

~~07-20-2004~~

~~07-19-2005~~

~~07-18-2006~~

~~07-17-2007~~

~~07-15-2014 ISD 709~~

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

MSBA/MASA Model Policy 507

Orig. 1995

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

Rev. 2023

## **507 CORPORAL PUNISHMENT AND PRONE RESTRAINT**

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

### **I. PURPOSE**

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a students.

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

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student. ~~or charter school shall cause corporal punishment to be inflicted upon a student to reform unacceptable conduct or as a penalty for unacceptable conduct. As used in this policy, the term "corporal punishment" means conduct involving hitting or spanking a person with or without an object, or unreasonable physical force that causes bodily harm or substantial emotional harm, or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582.~~

### **V. EXCEPTIONS**

A teacher or school principal may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

### **VI. VIOLATION**

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

**Legal References:** Minn. Stat. § 121A.58 (Corporal Punishment)  
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)  
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 609.06 Subd. 1 (6)(7) (Authorized Use of Force)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)

**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. 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. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

**VIII. 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.
1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

**IX. 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)

First Reading: 10.20.2020  
 Second Reading: 11.17.2020  
 Adoption: 10.15.2020  
 First Reading: 10.17.2023  
 Second Reading:

**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. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

**VIII. 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.~~
- 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 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.~~

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.

## IX. 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 **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. LISTENING SESSIONS**

The School Board will conduct a listening session prior to the monthly regular School Board meeting from 5:30 p.m. to 6:15 p.m.

Duluth Public Schools parents/caregivers, students and staff, and Duluth residents are invited to comment to the School Board. Individuals wishing to speak at a listening session must register in advance with the Office of the Superintendent by giving their name, address, and phone number, and indicate the topic to be addressed ([superintendent@isd709.org](mailto:superintendent@isd709.org) or 218.336.8752).

Registration, along with any prepared background information, if appropriate, is to be submitted to the Office of the Superintendent no later than Monday NOON on the day before the listening session. Individuals’ comment time allocation will be limited to approximately three (3) minutes, depending upon the number of people registered for the listening session. With advance notice to registered speakers, the School Board Chair reserves the right to adjust the time of the listening Session.

Listening sessions are held prior to a regular monthly School Board meeting. The School Board will listen to comments and, typically, not respond during the session. Generally, matters are referred to Administration.

The School Board Chair has the responsibility of maintaining order and upholding the core values of the District. Decorum is to be maintained during the listening session. If at any time, the rights of persons involved appear to be at risk of not being protected, the Board Chair can call a recess or end the listening session.

**VIII. 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.~~
- 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 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.~~

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.

## IX. 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 **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  
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**

**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)

## **534 SCHOOL MEALS POLICY**

### **I. PURPOSE**

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

### **II. PAYMENT OF MEALS**

A. Payment for second meals or ala carte items is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. Each school that participates in the free school meals program must:

(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

E. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.

F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts.

**III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION**

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$10.00. Families will be notified by monthly billings sent home.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

**IV. UNPAID MEAL CHARGES**

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$50.00, not paid prior to the end of August, before new school year starts, will be turned over to accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection.
- D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student’s participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

**V. COMMUNICATION OF POLICY**

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  - 1. all households at or before the start of each school year;
  - 2. students and families who transfer into the school district, at the time of enrollment; and
  - 3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district’s website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

New Policy: 534  
First Reading: 07-18-2017  
Adopted: 08-22-2017  
First Reading: 11-15-2022  
Second Reading: 12-20-2022  
Adopted: 12-20-2022  
Reviewed:

534 SCHOOL MEALS POLICY

*[Note: In 2021, the Minnesota legislature amended Minnesota Statutes, section 124D.111, that now states require that Minnesota school districts that participate in the national school lunch program must adopt a school meals policy. In 2023, the Minnesota legislature amended the statute to create the free school meals program].*

*[Note: This MSBA/MASA model policy is drafted to be consistent for all grade levels. However, local school districts may vary the meal charge policy for elementary, middle, and high schools.]*

*[Note: School districts must follow appropriate debt collection practices when attempting to recover unpaid a la carte items or second meal charges.]*

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district’s nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals school meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

*[Note: Payment systems and procedures will likely vary from school district to school district. The school district should select one of the following options and delete the remaining options.]*

A. *[OPTION 1: All a la carte items or second meal purchases are to be prepaid before meal service begins. [Insert description for how families may add money to students’ accounts (e.g., electronic payment options, pay at the school office, etc.).] A student who does not have sufficient funds will not be allowed to charge a la carte items or a second meal until additional money is deposited in the student’s account.]*

~~*[OPTION 2: Students have use of a meal account. When the balance reaches zero, a student may charge no more than \$[insert amount] or [insert number of meals] to this account]. When an account reaches this limit, a student shall not be allowed to charge second meals or a la carte items until the negative account balance is paid. [Insert description for how families may add money to students’ accounts (e.g., electronic payment options, pay at the school office, etc.).]*~~

~~*[OPTION 3: Insert a school district specific process for payment of a la carte items or second meals.]*~~

Payment for second meals or ala carte items is expected at the time the meal is served. Parents have three options to put money in their child’s lunch account:

- 1. Online payments
- 2. Check sent to the child’s school or Administrative offices

### 3. Cash sent to the child's school or Administrative offices

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

- B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

- C. Each school that participates in the free school meals program must:

(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

~~If the school district receives school lunch aid under Minnesota Statutes section 124D.111, it must make lunch available without charge to all participating students who qualify for free or reduced-price meals regardless of account balance.~~

- ~~D. A student with an outstanding meal charge debt will be allowed to purchase a meal if the student pays for the meal when it is received.~~

- E. When a student has a negative account balance, the student will not be allowed to charge a snack item **second meal or ala carte items**.

~~A student who has been determined to be eligible for free and reduced-price lunch always must be served a reimbursable meal even if the student has an outstanding debt.~~

- ~~F D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.~~

- ~~G F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts. Funds may not be transferred between sibling accounts unless written permission is received from the parent or guardian.~~

### III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

- B. Families will be notified of an outstanding negative balance once the negative balance reaches \$[10.00] or [insert number of meals]. Families will be notified by [insert the method used to notify families (monthly billings sent home)].
- ~~B C.~~ Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program. ~~including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs, providing nonreimbursable meals, or affixing stickers, stamps, or pins.~~

#### IV. UNPAID MEAL CHARGES

- A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free ~~and~~ or reduced-price meals for their children.
- B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- C. Negative balances of more than \$[50.00], not paid prior to [enter time period (end of August, before new school year starts)], will be turned over to the ~~superintendent or superintendent's designee~~ accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection. ~~some instances, the school district does use a collection agency to collect unpaid school meal debts after reasonable efforts first have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal method permitted by law.~~
- ~~E D.~~ The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.
- ~~D E.~~ The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

#### V. COMMUNICATION OF POLICY

- A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:
  1. all households at or before the start of each school year;
  2. students and families who transfer into the school district, at the time of enrollment; and
  3. all school district personnel who are responsible for enforcing this policy.
- B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

- C. ~~If the school district contracts with a third party for its meal services, it will provide the vendor with its school meals policy. The school district will ensure that any third-party provider with whom the school district enters into either an original or modified contract after July 1, 2021, adheres to the school district's school meals policy.~~

**Legal References:** Minn. Stat. § 123B.37 (Prohibited Fees)  
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)  
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)  
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)  
7 C.F.R. § 220.8 (School Breakfast Program Regulations)  
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)  
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)  
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

**Cross References:** None

New Policy: 534  
First Reading: 07-18-17  
Adopted: 08-22-17  
First Reading: 11-15-22  
Second Reading: 12-20-22  
Adopted: 12-20-22  
Reviewed:

## **708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS**

### **I. PURPOSE**

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

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

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

### **III. ELIGIBILITY**

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- I. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

#### **IV. STUDENTS WITH DISABILITIES**

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students in their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.
- E. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

## V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

**Legal References:** Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.84 (Policy)  
Minn. Stat. § 123B.86 (Equal Treatment)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. Ch. 125A (Special Education and Special Programs)  
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)  
*Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)  
*Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)  
*Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8<sup>th</sup> Cir. 1992)  
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)  
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)  
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)  
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

**Cross References:** MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

First Reading: 06-21-2016  
Adopted: 07-19-2016  
Revised:

## 708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

***[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]***

### I. PURPOSE

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

### II. GENERAL STATEMENT OF POLICY

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

### III. ELIGIBILITY

- A. The school district shall provide equal transportation within the school district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in ~~Minn. Stat. §§~~ **Minnesota Statutes, sections 123B.88 and 123B.92** when applicable. (~~Minn. Stat. § 123B.86, Subd. 1~~)
- B. Upon the request of a parent or guardian, the school district ~~shall~~ **must** provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation ~~shall~~ **must** be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. (~~Minn. Stat. § 123B.88, Subd. 1; Minn. Stat. § 123B.86, Subd. 2(a)~~)
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries. (~~Minn. Stat. § 123B.86, Subd. 2(b)~~)
- D. The school district ~~shall~~ **must** provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school. (~~Minn. Stat. § 123B.44, Subd. 1~~)
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. **A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.**
- F. **The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.**
- G. **If the school board provides pupil transportation through the school's employees, the**

school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

- H. A school board that contracts for pupil transportation services may enter into a contractual arrangement with a school bus contractor according to the written plan adopted by the school board and the nonpublic school to transport nonpublic school students and retain the nonpublic pupil transportation aid attributable to that plan for the purposes of paying the school bus contractor. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services included in the contract that are not required under Minnesota Statutes, sections 123B.84 to 123B.87.
- FI. Additional transportation to and from a nonpublic school may be provided at the expense of the school district where such services are provided in the discretion of the school district.

#### IV. ~~SPECIAL EDUCATION/DISABLED STUDENTS~~ **STUDENTS WITH DISABILITIES**

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district ~~shall~~ **must** provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district **boundary**. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law. (~~Minn. Stat. § 125A.18~~)
- B. ~~Disabled students whose handicapped conditions~~ **When the disabling conditions of a student with a disability** are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, **the student** shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport ~~disabled~~ **students with a disability** on the basis of the ~~handicapping~~ **disabling** conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district. (~~Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1~~)
- C. Each driver and aide assigned to a vehicle transporting students with a disability ~~will~~ **must** ~~(1) be provided with appropriate training~~ **(1) be instructed in basic first aid and procedures** for the students in their care; ~~(2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities;~~ **(2) will assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus;** and ~~(4) will ensure the that proper use of protective safety devices are in use and fastened properly. and will be provided with access to emergency health care information as required by law.~~ (~~Minn. Rules Part 7470.1700~~)
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care

information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

- DE. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the ~~alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)~~ **Minnesota Statutes chapter 125A.**

## V. APPLICATION OF GENERAL POLICY

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

**Legal References:** Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.84 (Policy)  
Minn. Stat. § 123B.86 (Equal Treatment)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.91, Subd. 1a (~~Compliance by Nonpublic and Charter School Students~~ **School District Bus Safety Requirements**)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. Ch. 125A (~~Children With a Disability~~ **Special Education and Special Programs**)  
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disabilities)  
*Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)  
*Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)  
*Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8<sup>th</sup> Cir. 1992)  
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)  
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)  
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)  
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

**Cross References:** MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)  
~~MSBA Service Manual, Chapter 2, Transportation~~

First Reading: 06-21-2016

**Adopted: 07-19-2016 ISD709**

## **428 PROBATIONARY TEACHER EVALUATION**

### **I. PURPOSE**

The purpose of this policy is to ensure that all probationary certified staff members are evaluated in accordance with Minnesota state statutes. Inherent in an evaluation plan is a means for improving employee performance and ensuring continued instructional improvement.

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

- A. The district understands that effective teaching improves student achievement, making an evaluation and improvement plan an essential element of an educational program which promotes success for all students.
  
- B. All teachers in the School District, during the first three years of consecutive employment, shall be deemed to be in a probationary period of employment during which period any annual contract may or may not be renewed by the School Board. Probationary teachers shall be comprehensively evaluated a minimum of three times a year. These evaluations should take place each year by December 1, February 1, and May 1. Any deficiency in teaching shall be clearly identified in writing and a reasonable time given to the teacher to remedy the deficiency.

Copies of the written appraisals will be provided to the probationary teacher and placed on file in the Human Resources Department.

**Legal References:** Minn. Stat. § 122.A41 Subd. 2. (Teacher Tenure Act; Cities of the First Class; Definitions)

Adopted: 06-09-1970  
Revised: 08-09-1983  
10-09-1984  
06-20-1995

## 4080428 PROBATIONARY TEACHER EVALUATION

### I. PURPOSE

The purpose of this policy is to ensure that all probationary certified staff members are evaluated in accordance with Minnesota state statutes. Inherent in an evaluation plan is a means for improving employee performance and ensuring continued instructional improvement.

### II. GENERAL STATEMENT OF POLICY:

- A. The district understands that effective teaching improves student achievement, making an evaluation and improvement plan an essential element of an educational program which promotes success for all students.
- B. All teachers in the School District, during the first three years of consecutive employment, shall be deemed to be in a probationary period of employment during which period any annual contract may or may not be renewed by the School Board. Probationary teachers shall be comprehensively evaluated a minimum of three times a year. These evaluations should take place each year by ~~November~~ December 1, February 1, and May 1. Any deficiency in teaching shall be clearly identified in writing and a reasonable time given to the teacher to remedy the deficiency.

Copies of the written appraisals will be provided to the probationary teacher and placed on file in the Human and Community Resources and Relations Department.

**Legal References:** Minn. Stat. § 122.A41 Subd. 2. (Teacher Tenure Act; Cities of the First Class; Definitions)

~~Reference:~~ MSA 125.17

Adopted: 06-09-1970 ISD 709

Revised: 08-09-1983

10-09-1984

06-20-1995 ISD 709

## **4080428 PROBATIONARY TEACHER EVALUATION**

All teachers in the School District, during the first three years of consecutive employment, shall be deemed to be in a probationary period of employment during which period any annual contract may or may not be renewed by the School Board. Probationary teachers shall be comprehensively evaluated a minimum of three times a year. These evaluations should take place each year by ~~November~~ **December** 1, February 1, and May 1. Any deficiency in teaching shall be clearly identified in writing and a reasonable time given to the teacher to remedy the deficiency.

Copies of the written appraisals will be provided to the probationary teacher and placed on file in the Human ~~and Community~~ Resources ~~and Relations~~ Department.

Reference: MSA 125.17

Adopted: 06-09-1970 ISD 709

Revised: 08-09-1983

10-09-1984

06-20-1995 ISD 709

## 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	Karen McCormick	\$200.00	PBIS - Hunter of the Month lunch	
East HS	Dr. Maren and Michael Sharland	\$1,000.00	For the Duluth East Jazz Ensemble to purchase a new guitar amp and music.	Thank you!
Headstart	Jane Killough	\$250.00	Duluth Head Start	
Homecroft ES	Parents/Grandparents	\$28,238.13		This was for Booster Fun Run
Laura MacArthur ES	Bethany Community Church	In-kind	Students	Hats, Socks, gloves & mittens donated for our students for the winter here at Laura MacArthur
Lincoln Park MS	Life 97.3 Radio	In-kind		
Lowell ES	Office Depot-Duluth (store manager, Neil Bromenshenke)	\$4,423.66 in gift cards to Office Depot		Office Depot runs a fundraising campaign each year asking customers if they want to "round up to the nearest dollar." This year they picked Lowell to be on the receiving end of the donations gathered.
Piedmont ES	HDC	In-kind		76 Teacher Appreciation gift bags containing a cup spoon, dry erase markers and fidgets.
Piedmont ES	Kyle Gallant	In-kind	For Mrs. Perttula's 2nd Grade Class	30 snack packs of Mini Alphabet Cookies and 12 snack bags of Cheddar Cheese Whale crackers
Piedmont ES	Chaquana McEntyre	In-kind	For use in Mary Kay Perttula's and Erin Haney's classrooms	90 bags of Cheez-its, 72 bags of Goldfish, 42 bags of Gardetto's, 100 bags Assorted Chips, 200 bags of Fruity Snacks, 20 Wafer Cookies, 38 assorted snacks.
Piedmont ES	Donors Choose	In-kind	For Katie Robison (Gableman)'s classroom	Lakeshore Calming Colors & reg; 3-In-1 Chair...x1

# 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.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
MN FFA	Sonja Hakanson	East High School	\$2,000.00	Mental health grant, to purchase hammocks students can check out to use in School Forest
Duluth Heritage Sports Center Foundation	Lara Olsen	Lester Park	\$150.00	To provide one hour of ice time for 3rd grade field trip

## **RESOLUTION**

### **Duluth Principals' 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 Duluth Principals' Association, a summary of which is in the hands of all School Board members, be approved and adopted for the periods August 1, 2023 to July 31, 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.

**AGREEMENT**

**between**

**INDEPENDENT SCHOOL DISTRICT NO. 709**  
**DULUTH, MINNESOTA**

**and**

**DULUTH PRINCIPALS' ASSOCIATION**

**EFFECTIVE DATES**

**August 1, 2023**

**to**

**July 31, 2025**

**AGREEMENT  
Between  
Duluth Principals' Association**

**and**

**Independent School District No. 709  
St. Louis County, Minnesota**

**TABLE OF CONTENTS**

<b><u>Article</u></b>		<b><u>Page</u></b>
I	Recognition	1
II	School District and Association Rights	1
III	Terms and Regulations of Employment	3
IV	Leaves of Absence	6
V	Insurance	9
VI	Travel	10
VII	Grievance Procedure and Arbitration	11
VIII	Health Care Savings Plan (HCSP)	12
IX	Paydays and Payroll Deduction Provisions	13
X	Personnel Files	14
XI	No Strike Clause	15
XII	Term of Agreement	16
	Salary Schedule - Appendix A	
	Meet and Confer - Appendix B	

**AGREEMENT**

**Between**

**Duluth Principals' Association**

**and**

**Independent School District No. 709  
St. Louis County, Minnesota**

This Agreement, by and between the Duluth Principals' 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 the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

Now, therefore, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

**Definitions:**

Subd. 1. "Principal" shall mean a principal or assistant principal appropriately licensed.

Subd. 2. "Interim" principal refers to an individual who temporarily assumes the role and responsibilities of a principal or assistant principal during a transitional period.

Subd. 3. "Seniority" shall mean employment under a as principal or assistant principal with a seniority date as determined by Section 3 hereof involving continuous service with the School District. For purposes of seniority, it is understood that a principal on leave of absence pursuant to this Agreement shall continue to accrue seniority during such leave.

Subd. 4. "Association" or "Unit" shall mean the recognized exclusive representative for principals and assistant principals.

**ARTICLE I**  
**Recognition**

The School District formally recognizes the Duluth Principals' Association as the exclusive bargaining representative for the appropriate unit, including all Principals, Principals on Special Assignment, and Assistant Principals who are required to be licensed by the State Department of Education and who are public employees within the meaning of Minnesota Statute 179.06, Subd. 2, excluding Superintendents, Assistant Superintendents, district-wide administrators, supervisory employees who are not required to be licensed, confidential employees, 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**  
**School District And Association Rights**

**Section 2.1 - School District Rights - Inherent Managerial Rights.** The exclusive representatives recognize that the School District is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such as areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organization structure and selection and direction and number of personnel.

**Section 2.2 - Job Advertisement.** When a vacancy exists for which no member on layoff has full rights or when a new Principal or Assistant Principal position is created, the District shall communicate in writing the existence of such vacancy or new position to the Principals' Association. A vacancy is defined as a position or opening, which occurs following Board action. All Principal or Assistant Principal positions shall be posted with a minimum qualification being Minnesota Principal Licensure. Such shall be done in order to allow Principals' Association members the opportunity to express interest in and/or apply for vacancies within the unit. The District shall interview all Principals' Association members interested in a vacancy. The District will make all reasonable attempts to fill all positions with licensed candidates.

Any newly created administrative positions determined to be within the appropriate bargaining unit will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position and the number of contract weeks to be worked within ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and determine the number of weeks and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

**Section 2.3 - Validity Or Conformity To Law Clause.** If any provision of this Agreement is or shall at any time be contrary to law or affirmative action, 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 2.4 - 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 the Agreement shall continue in effect.

**Section 2.5 - Association Dues.** In the event the Association finds it necessary to make an assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or their representative as designated by the Association President. The withholding of such assessment shall be limited to not more than two (2) such withholdings per each contract year.

**Section 2.6 - Matters Not Covered.** This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements 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 thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

**Section 2.7 - Probation.** Upon initial appointment to the Principals' Association, there shall be a one (1) year probationary period for individuals having teacher tenure in the District. Upon promotion from an Assistant Principal to a Principal, there shall be a one (1) year probationary period for individuals having tenure in the District. In the event that such member on probationary status is determined to not meet District probationary standards for continued employment in their new role, that person shall have the right to return to their previous position within the unit or to an equivalent position to the one held prior to the probationary assignment with seniority and status that reflects all previous District employment.

Those unit members new to the District and on probationary status may be terminated pursuant to state statutes i.e. (122A.41).

To ensure success, the District will support any probationary principal or assistant principal by providing a mentor by a current DPA member. Both parties would be compensated based on Section 3.9. Mentorship will continue until tenure status

is achieved/probationary period has ended. Appointments will be made in collaboration between district leadership and the DPA Executive Board when the position is hired. Mentoring guidelines will be mutually agreed upon by the District and the Association based on the needs/experiences of the probationary principal.

**Section 2.8 - Professional Development.** The parties recognize that professional growth and development is a continuing obligation of members of the District's administrative team. Members shall avail themselves of professional growth opportunities for improving leadership skills.

Funds shall be provided to pay the costs of attendance at national, regional, or local conventions, workshops, clinics or other professional meetings or for professional organizations membership. All expenditures must be pre-approved by the Superintendent or their designee.

Yearly allowance shall be \$1500.00 to be made available for allowable expenses for each member. In addition, the District will pay up to \$1200 per year for the following yearly dues: MASSP, MESPA, NESPA, or NASSP and BOSA dues. A member may carry forward for one (1) year to the next, any or all of the allowance that remains unused at the end of the contract year. The maximum individual allowance available including carry over shall not exceed \$7000. In addition, the District will pay \$3500 per year for two years for up to two (2) principals to attend that Minnesota Leaders Principals Academy upon approval

**Section 2.9 – Cell Phone Allowance.** The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.

### **ARTICLE III** **Terms And Regulations Of Employment**

**Section 3.1 - Definition of the Work Year.** Member shall have as vacation days during the regular school year those days specified in the official school calendar as days when school is not in session. In the event teachers may be required to perform duties on other days or days in lieu of scheduled school days as provided in the official school calendar due to emergencies including energy conservation, members will also be required to adjust their annual work schedules accordingly without change in compensation. Strikes shall not be considered an emergency closing.

**Section 3.2 - Summer School Administrative Positions.** The School Board may create the position of summer school Coordinator(s) to plan, develop and coordinate District summer school programs. Summer school administrative positions may include the summer school Coordinator(s) and summer school Principal(s). If, by a mutually agreeable date, summer school administrative positions remain unfilled by unit members, the School District may fill the positions with non-unit members.

Availability of such position(s) shall be made known to unit members by mail and applications accepted in a timely manner. The stipend for such planning, development and coordination shall be \$5,000.00. The services shall be considered part of the Principals normal work year.

Summer School Principal positions assigned to buildings shall be made known to unit members by e-mail and posted through the regular process, with applications accepted in a timely manner. Summer School Principal assignments will be filled in a timely manner. Pay for the summer school building assignments shall be on a pro-rata basis according to the class and step of the assigned member.

**Section 3.3 - Weeks Beyond Regular School Year.** The basic assignment for weeks worked before or after the student school year shall normally be in the members' assigned building.

Weeks worked beyond the student school year shall be distributed with at least two (2) weeks being worked immediately before and one (1) week after the student school year in the member's assigned building, except that Elementary Assistant Principals will work at least one (1) week before and one (1) week after the student school year in the assigned building.

One of the contracted weeks in Appendix A, is to be flexible and used by the principal as needed. The District reserves the right to schedule up to three professional development days for principals within the two weeks prior to the return of the teaching staff.

Individual members and the Superintendent and/or their designee shall agree to distribution of the remaining contract weeks worked beyond the student school year.

Up to five (5) work days in each contract year may be assigned by the Superintendent for professional development activities outside the member's building or for participation in District-wide initiatives. These five (5) days are in addition to regular meetings and normal on-going in-services that may occur during the student school year. An individual member and the Superintendent shall agree to the distribution of such days.

**Section 3.4 - Adjustment In Work Year.** Members with the Superintendent's or Superintendent Designee's approval, may adjust their contract year in order to allow for time off during the normal contract year.

A member may receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond their contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated.

**Section 3.5 - Advancement Through The Salary Schedule.** Members covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year of service in the School District, except as otherwise provided in this Agreement.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated Principal position in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of their contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

**Section 3.6 - Placement On The Salary Schedule.** Placement on the salary schedule for members newly employed by the School District will be determined by agreement between the individual and the School District. The unit will be notified in writing of the salary placement.

Placement on the salary schedule for members who are changing positions within the bargaining unit shall be made on the salary schedule on no less than a year for year basis for Principal and/or Assistant Principal experience in the School District.

**Section 3.7 – Transfers/Change of Assignment.** Should an involuntary transfer or change of assignment become necessary, the Principals' Association member and the Association shall be notified and be given reason in writing for such transfer by July 1, preceding the school year in which the transfer will occur. A copy of the description for the position into which the Principal will be transferred will accompany the notices.

Should a vacancy occur and an involuntary transfer become necessary between July 1, and August 1, the Superintendent of Schools may transfer up to three (3) members of the Principals' Association to fill such vacancies and subsequent vacancies at his discretion. Since it is in the best interest of the Principals' Association and of the School District all transfers will be made in a timely manner. Transfers may occur at any time during the school year with the agreement of both the member and the Superintendent. Demotions governed by Minnesota Statutes 122.41, Subd. 6 shall not be considered transfers.

**Section 3.8 – Salaries.** The salaries of the members covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

Members who begin their service in a position within the Principals' Association on or after February 3 of the school year will receive no increment the following year.

**Section 3.9 – Additional Assistance:** The District may request additional assistance from Duluth Principals' Association members. Areas of assistance may include mentorship, administrative professional development, administrative intern

supervision, District leadership activities, action research or other activities. Any additional services will be arranged by mutual consent of the Duluth Principals' Association, the impacted Principal or Assistant Principal and the District. The member shall receive pro-rata compensation for services performed provided the Superintendent or the Superintendent's designee gives written approval for such services to be performed.

### **Section 3.10 – Establishment of a Seniority List & Bumping Progression**

Subd. 1. The District shall annually establish a seniority list to be prepared from District records. The list shall be distributed electronically to all members of the principal's bargaining unit.

Subd. 2. All principals will have a seniority date of the K-12 principal's list.

Subd. 3. Any principal who disagrees with the order of seniority on the list shall have 20 days from the transmission of the list to discuss the matter with the district. Absent an agreement, the matter may be resolved through the contractual grievance process.

Subd. 4. In the event the principals have been hired on the same date, the date of the board action will be a tie breaker. Those with the longest service in administration will retain existing administrative positions for which they are certified.

Subd. 5. A principal who has held seniority as a full-time principal shall continue to retain the original seniority date and hold seniority if such principal becomes employed in a part-time positions involving continuous service.

Subd. 6. Bumping Progression

- High School Principal-Least Senior High School Principal-Least Senior Middle/Residential/ Alternative Principal-Least Senior Elementary-Least Senior High School Assistant Principal- Least Senior Middle School Assistant Principal-Least Senior Elementary Assistant Principal

Subd. 7. If an individual is left without an administrative assignment they shall be given the option of becoming a classroom teacher in a position for which they are certified. The new assignment will be made in accordance with Minnesota Statutes 122A.41 and 123A.19.

**Section 3.11 - 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 the member in their individual capacity, or in their official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of their employment and acting in good faith.

**Section 3.12 – Absence Outside Building:** When a Principal or Assistant Principal is absent from the building or placed in another assignment for longer than five (5) consecutive days, one of the following will take place after discussion between the District and the remaining Principal(s) or Assistant Principal(s) to fill the position after the fifth (5<sup>th</sup>) day.

- A. A qualified substitute will be appointed to fill in; or
- B. The remaining Principal(s) or Assistant Principal(s) in the building will receive pro-rata compensation for the additional hours worked due to the member absence; or
- C. The District will pay for an alternative position such as Assertive Disciplinarian or Administrative Intern to assist with the additional duties required.

An exception may occur if an Assistant Principal or Principal is not anticipated to be off work for longer than five (5) consecutive days, but the extent of the absence is longer than five (5) days.

**Section 3.13 – Filling Mid-Year Vacancies:** Positions that become open during the school year may be:

- A. Posted and filled with a permanent replacement; or
- B. Posted as interim and filled with an interim replacement; or
- C. Posted and filled with an Administrative Intern.

**ARTICLE IV**  
**Leaves Of Absence**

**Section 4.1 - Leaves Of Absence Without Pay.**

A. Leaves of absence without pay shall be granted upon written application to the Executive Director of Human Resources for the following reasons:

1. **Military leaves** of absence shall be granted to any member 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 member requests, parental leave shall be granted to the end of the school year. In order to be eligible for parental leave, the member must request the parental leave in writing to the Executive Director of Human Resources 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 members would have lost their position, pursuant to the layoff provisions of this Agreement, had member not been on parental leave, then the member is not entitled to reinstatement in the member's former position and, in such circumstances, the member shall retain all rights under the layoff and re-employment provisions of this Agreement as if the member had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the member 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 member is eligible under this Section.

Members may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. **Family and Medical Leave Act.** Members 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.
  4. **Study Leave.** Leaves of absence shall be granted, with the approval of the Superintendent, for a full time program of study related to the member's licensed field. Application for such leave is to be made by April 1 for the following school year. Such a leave may be extended subject to the approval of the School Board through a second consecutive full school year, provided application is made by April 1 for the following school year. The number of such leaves shall be not more than two (2) members in any one (1) school year. To qualify for such leave, a member must have three (3) years' experience with the School District, and a member cannot repeat such leave within a three (3) year period.
  5. **Medical Leave** of absence up to two (2) years shall be granted while a member is unable to perform the regular duties of their employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
  6. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
- B. Upon termination of their leave of absence and return to the school system, the member shall be placed at the same position on the salary schedule as they would have been had they 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 less than eighty (80) working days in any school year;
  3. **Exchange** administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries;
  4. Federal, foreign or military education programs.
- C. Any member on leave of absence may, if they so elect, remain in the School District's hospitalization group, provided they pays all premiums quarterly in advance to the School District.

**Section 4.2 - Personal Leave Day.** Members will be granted three (3) personal days each year. Each personal leave day will be available to the unit member at their discretion under the following guidelines:

1. A written request shall be submitted to the Superintendent 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 member will assume the responsibility in such an emergency of notifying the Superintendent or immediate supervisor at the earliest possible time.
3. Personal leave days shall not be charged against accumulated sick leave. If coverage is necessary, it will be provided from within the Principals' Association.
4. A personal leave day shall not be taken during the first or last two (2) weeks of the school year. If emergency situations occur during these time periods personal leave shall be granted.
5. A member may accumulate two (2) unused personal leave days; however, no more than two unused personal leave days may be carried over from any one school year to the next school year.

**Section 4.3** - Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in their former position and salary classification upon the return to the District of the Principal on leave. If no position is available, Section 3.10 Subd. 6 and Subd. 7 would be utilized. This provision shall also apply to leaves with pay.

If an interim position is filled by a current DPA member and, at the mutual agreement of that principal and Superintendent or designee, that member will remain in the role after the interim term. The position does not need to be advertised and the status of interim will be removed. If an interim position is filled by someone who was not currently a DPA member the position would need to be advertised through the process laid out in Article 2, Section 2.2 for the permanent position.

**Section 4.4 - Leaves Of Absence With Pay.**

- A. **Military Leave.** Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave.** Members may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or their designated representative. 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. **Yearly Allowance.** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year.  
**Cumulative Plan.** Unused sick leave shall accumulate to a maximum of two hundred ten (210) days.
  2. 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.
  3. **Sick Leave Bank.** For purposes of considering the establishment of a sick leave bank, a committee of three (3) members of the Association appointed by the President plus three (3) members appointed by the Superintendent, including the Executive Director of Human Resources, shall develop rules and regulations governing such a sick leave bank to be approved by the Association membership.
- D. **Death In Family Leave**
  1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the city of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.
  2. A member 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 and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew and when legal or financial responsibility or obligation has been determined. This shall also apply to foster relationships of the above listed categories.

**E. Jury Duty**

1. When a member is selected for jury duty, the Superintendent will be notified and that member will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
2. The Principal will receive their 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:** A member who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of an assault, leave without loss of pay shall be granted until such time as LTD or worker's compensation becomes effective. Leave granted due to injury as a result of assault shall not be deducted from the member's accumulated sick leave.

**G. Family Leave**

1. Eligible members 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 the care or attendance of the member, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent.
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, mother-in-law, father-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 the city of Duluth as a domestic partner of an employee of the District.
3. In addition to the above, members who work twenty (20) or more hours per week may use more than twenty (20) days of sick leave for absences due to an illness of the member's dependent child in accordance with Minnesota Statute §181.9413 (2013).

**Section 4.5 – Mid-Career Leaves.** A Mid-Career leave of absence may be granted when approved by the Superintendent and School Board on the condition that it meets the requirements of Policy #4130. Rights of reinstatement is also guided by Policy #4130.

**Section 4.6 – Unrequested Leave of Absence.**

**A. Placement on Unrequested Leave of Absence**

Subd. 1. The School Board may place on unrequested leave of absence, without pay or fringe benefits, as many principals as may be necessary because of discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation. The unrequested leave shall be effective at the close of the school year. In the event a principal or assistant principal must be placed on unrequested leave of absence due to discontinuance of positions, lack of students, financial limitations, or merger of classes by consolidation the provisions of Minnesota Statute 122A.41, as amended shall apply.

Subd. 2. Tenured principals and assistant principals shall be placed on unrequested leave in reverse order of their hiring on the K-12 seniority list. Employees on probation, as defined in Section 2.7 will not be eligible for unrequested leave of absence.

Subd. 3. Principals may not assert a seniority right into a promotional position.

Subd. 4. For purposes of placement on unrequested leave, only service in the unit as a principal or assistant principal may be counted.

Subd. 5. Principals placed on unrequested leave have the right to return to other positions in the district for which they are licensed and for which they are senior.

**B. Reinstatement**

Subd. 1. Principals shall be recalled from an unrequested leave of absence to available positions in the School District in fields for which they are licensed in the inverse order in which they were placed on unrequested leave of absence.

Subd. 2. The School Board shall maintain a recall list in accordance with this Article. The list shall be updated every October 1<sup>st</sup>, and a copy shall be forwarded to the Association.

Subd. 3. No appointment of a new principal shall be made while there is available, on unrequested leave, a principal who is properly licensed to fill such vacancy. The principal's right to reinstatement shall terminate if they principal fails to file with the board by April 1 of any year, a written statement requesting reinstatement.

Subd. 4. Notification of available positions shall be certified mail to the last known address of the principal as recorded in the business office. In the event a principal declines a principal position or fails to notify the School Board in writing of the principal's intentions within thirty (30) days of the date of the notification, the principal shall be removed from the recall list.

Subd. 5. A principal placed on unrequested leave of absence may engage in teacher or any other occupation during the period of this leave. Nothing in this Article shall be construed to impair the rights of principals placed on unrequested leave of absence to receive unemployment compensation, if otherwise eligible.

Subd. 6. The unrequested leave of absence shall not impair the continuing contract rights of a principal or result in the loss of any benefits accrued under the Master contract while the principal was employed by the School Board.

Subd. 7. The unrequested leave of absence of a principal who is not reinstated shall continue for a period of two (2) years from the date the principal's unrequested leave of absence began or until the principal fails to respond within thirty (30) days of the date of notification or until the principal submits in writing a request to be removed from the recall list, whichever occurs first.

## **ARTICLE V** **Insurance**

**Section 5.1** - The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

**Section 5.2** - The School District shall provide a long-term disability (LTD) income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement.

**Section 5.3 - Group Term Life Insurance.** Group term life insurance in the face amount of \$100,000.00 will be provided for each employee in the Unit at no cost to the employee. Optional supplemental group life and A, D & D benefits equal to the maximum provided by the carrier and dependent life insurance, will be made available at the employee's cost as soon after the execution of this contract as is possible or readily transactable, whichever is later, provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those members, whether within or without the bargaining unit, who would be eligible for the administrators' group life insurance presently in effect in the School District.

**Section 5.4 – Dental.** The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration, may be selected.

Election of options only may be selected within the first thirty (30) days of employment or during the annual open enrollment period.

**Section 5.5** - 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, such benefits shall, on the same basis and in the same manner be increased, decreased, 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, earned medical plans (only as it pertains to the content of Article 8), dental, 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 administrative travel as follows:

1. **In-District-Travel.** For Principals authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. **Out-of-District Travel.** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R).

Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

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 their delegated representative. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of members or the role of the exclusive representative of members in the meeting and negotiation process.

## ARTICLE VII Grievance Procedure And Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

### ***Section 7.1 – Definitions.***

- A. A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The ***"aggrieved employee"*** is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication or misinterpretation of the terms of this Agreement.
- C. The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday the next calendar day which is not a Saturday, Sunday or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

***Section 7.2 - Representation Rights.*** The aggrieved employee reserves the right to be represented by a representative of their choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be their designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express their views at all steps of this grievance procedure.

***Section 7.3 – Procedure.*** (Step 1) The aggrieved employee shall present their grievance in writing to the Superintendent of Schools and the President of the Principals' Association within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or

contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Superintendent or their designee shall set a hearing date within ten (10) days of the filing of the grievance with the Superintendent and notify the aggrieved employee, his/ her designated representative and the Association. A decision in writing by the Superintendent or their designee shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

**Section 7.4 – Arbitration.** The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Superintendent of Schools or their designee or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools 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 179A.21. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. Their written decision shall state the facts and Articles of the Agreement on which their decision relies, shall include their conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator, whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator and of any copies of a written transcript of the proceedings it shall request from the arbitrator and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

**Section 7.5 - Miscellaneous Provisions.**

- A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Superintendent of Schools or their designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Superintendent or their designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
- C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive

their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.

- E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Superintendent or their designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Superintendent of Schools shall first authorize hearings at Step I during working hours.
- G. For purposes of Minnesota Statutes 572.15(a), the arbitrator's decision shall be delivered by certified mail to the representatives of the employer and the union.
- H. All filings, service, appeals, and other communications may be made electronically, by e-mail.

**ARTICLE VIII**

**Health Care Savings Plan (HCSP)**

**Section 8.1** - To be eligible to receive the Health Care Savings Plan (HCSP) through the Minnesota State Retirement System (MSRS), a Principal or Assistant Principal (employee) must be immediately eligible for a Minnesota pension plan at separation of service and have fifteen (15) years of total service to the School District or 7 years of service as a member of the Duluth Principals Association.

**Section 8.2** - Employees shall be granted sick leave in accordance with Article IV, Section 4.4 of the Principals' contract. Up to one hundred eighty (180) days of accumulated sick leave may be used for HCSP purposes.

**Section 8.3** - The daily rate of pay (DRP) shall be the basic daily rate of pay, including longevity, plus performance pay at the time of separation (retirement or resignation) and does not include additional compensation for extra-curricular, extended employment or other additional compensation.

**Section 8.4 - Determination Of the First HCSP amount.** Up to one hundred (100) days of accumulated sick leave multiplied by the daily rate of pay at the time of retirement shall be contributed to the HCSP at the time of separation. The dollar amount for unused sick leave beyond one hundred (100) days as calculated according to Section 8.5 shall also be contributed to the HCSP at the time of separation.

**Section 8.5 - Calculation Of Employee's second HCSP amount.** Each employee shall be credited one (1) day for each year of service to the District. This total will be multiplied using the multiplier determined from the chart below. Formula days referred to in the chart shall be equal to the number of accumulated sick leave days at retirement or resignation. The number of days derived (1 day/year of service x multiplier) shall be added to any sick leave days remaining after subtraction of days determined in Section 8.4. This total will be multiplied by the employee's daily rate of pay at the time of separation and discounted by 3.5 percent. The discounted amount will be credited to the employee's HCSP.

**Formula Multiplier Chart**  
**(Accumulated Sick Leave Days = Formula Days)**

<u>Formula Days</u>	<u>Multiplier</u>
171-180	3.38
0-170	2.50

1. The dollar amount for unused sick leave beyond one hundred (100) days will be discounted by 3.5%

**EXAMPLE:**

Years of Service	30.00
x 3.38	3.38
= Subtotal	101.40

+ Unused Sick Leave	180.00
= Total Days	281.40
x Daily Rate of Pay	\$ 300.00
= Total Value of (HCSP)	\$ 84,420.00
- First 100 Days	(\$ 30,000.00)
= Remainder	\$ 54,420.00
- Discount	(\$ 1,904.70)
= Amount to MSRS	\$ 52,515.30

**Section 8.6** - Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or resignation.

**Section 8.7** - The employee must give written notice of separation to the Senior Human Resources Manager prior to April 1 if not returning for the following school year, or three (3) months prior to separation if separating during the school year, except in cases involving serious illness or other justifiable cause, an employee may separate after such time limits with the approval of the Superintendent and may receive benefits under the HCSP.

## **ARTICLE IX**

### **Paydays and Payroll Deduction Provisions**

**Section 10.1 – Paydays.** All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. (Approximately every six years, there will be 27 pay periods, as a result an Employees pay will be adjusted accordingly.)

Effective 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 employee 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 within the School District as the employer shall designate the net salary or wages owed to such employees in an account to be provided for each employee. Employees not desiring to do their banking with such banks as designated by the School District shall be permitted to withdraw such salary or wage payments from such banks without charge to 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.

#### **10.4- Special Provisions.**

- A. United Way deductions shall be at a minimum of \$10.00 and in regular payments of not less than \$1.00 per month.
- B. All insurance premiums shall be paid in advance of the month in which they are due.
- C. Harbor Pointe Credit Union deductions shall be in multiples of \$5.00 and may be altered not more than twice a year.
- D. Tax sheltered annuity changes will be allowed at any time during the year.

## **ARTICLE X**

### **Personnel Files**

**Section 11.1** - A member shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Administrative Offices or the local school office relating to the individual member as provided 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 a member shall be reviewed with the member by the immediate supervisor prior to filing. The member shall be requested to sign the evaluation to indicate that they has reviewed the same and be given a copy upon request. Failure to sign the 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 member so evaluated shall be informed.

**Section 11.4** - Official grievances filed by any member the grievance procedure shall not be placed in the personnel file of the member, nor shall such 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** - A member 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 Principal'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 XI** **No Strike Clause**

The Duluth Principals' 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 a member covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless a member required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Members, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial five (5) working days of a strike or work stoppage. Such leave time shall be made up beyond the member's regular contract year, e.g. a forty (40) week member may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond their regular forty (40) week contract period. Should additional time, as determined by the Superintendent be necessary which exceeds the member's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

**ARTICLE XII**

**Term Of Agreement**

**Section 13.1** - This Agreement shall be effective August 1, 2023, except as otherwise provided herein, and the term of this Agreement shall be from August 1, 2023 to July 31, 2025, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.


**Section 13.2** - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2025, both parties shall present their proposals for changes in the agreement and commence negotiations for a new agreement.

**Section 13.3** - 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 20<sup>th</sup> day of November 2023.

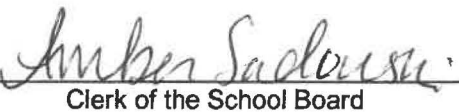
DULUTH PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

By:   
\_\_\_\_\_  
President

By:   
\_\_\_\_\_  
Chair of the School Board

By:   
\_\_\_\_\_  
Negotiations Chairperson

By:   
\_\_\_\_\_  
Clerk of the School Board

**APPENDIX A**

<b>2023-2024 SALARY GRID</b>								
<b>Position</b>	<b>Weeks</b>	<b>Classes</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Elementary Assistants</b>	42	I	Annual	\$97,087	\$100,047	\$103,158	\$106,370	\$109,915
			Monthly	\$8,091	\$8,337	\$8,596	\$8,864	\$9,160
<b>Middle School Assistants</b>	43	II	Annual	\$104,681	\$108,158	\$111,635	\$114,480	\$118,026
			Monthly	\$8,723	\$9,013	\$9,303	\$9,540	\$9,836
<b>Senior High Assistants</b>	43	III	Annual	\$105,103	\$108,474	\$111,951	\$115,218	\$118,763
			Monthly	\$8,759	\$9,040	\$9,329	\$9,601	\$9,897
<b>Elementary Principals</b>	44	IV	Annual	\$113,485	\$117,152	\$120,711	\$124,380	\$127,925
			Monthly	\$9,457	\$9,763	\$10,059	\$10,365	\$10,660
<b>Middle School Principals</b>	46	V	Annual	\$121,754	\$125,818	\$129,825	\$133,777	\$137,324
			Monthly	\$10,146	\$10,485	\$10,819	\$11,148	\$11,444
<b>Residential Principals</b>	46	V	Annual	\$121,754	\$125,818	\$129,825	\$133,777	\$137,324
			Monthly	\$10,146	\$10,485	\$10,819	\$11,148	\$11,444
<b>ALC/AEO Principals</b>	46	V	Annual	\$121,754	\$125,818	\$129,825	\$133,777	\$137,324
			Monthly	\$10,146	\$10,485	\$10,819	\$11,148	\$11,444
<b>Senior High Principals</b>	47	VI	Annual	\$130,518	\$134,846	\$139,173	\$143,443	\$146,990
			Monthly	\$10,877	\$11,237	\$11,598	\$11,954	\$12,249

**Persons with more than the below noted years of continuous full time service with the Duluth Principal's Association shall receive an additional annual longevity payment, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.**

<b>Years of Experience</b>	<b>Annual Salary Addition</b>
<b>6-9</b>	<b>\$1000</b>
<b>10-13</b>	<b>\$1500</b>
<b>14-17</b>	<b>\$2000</b>
<b>18+</b>	<b>\$2500</b>

**APPENDIX A (Continued)**

<b>2024-2025 SALARY GRID</b>								
<b>Position</b>	<b>Weeks</b>	<b>Class</b>		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Elementary Assistants</b>	42	I	Annual	\$100,000	\$103,049	\$106,253	\$109,561	\$113,212
			Monthly	\$8,333	\$8,587	\$8,854	\$9,130	\$9,434
<b>Middle School Assistants</b>	43	II	Annual	\$107,821	\$111,403	\$114,984	\$117,914	\$121,567
			Monthly	\$8,985	\$9,284	\$9,582	\$9,826	\$10,131
<b>Senior High Assistants</b>	43	III	Annual	\$108,256	\$111,728	\$115,309	\$118,674	\$122,326
			Monthly	\$9,021	\$9,311	\$9,609	\$9,890	\$10,194
<b>Elementary Principals</b>	44	IV	Annual	\$116,889	\$120,666	\$124,333	\$128,111	\$131,763
			Monthly	\$9,741	\$10,056	\$10,361	\$10,676	\$10,980
<b>Middle School Principals</b>	46	V	Annual	\$125,407	\$129,593	\$133,720	\$137,791	\$141,444
			Monthly	\$10,451	\$10,799	\$11,143	\$11,483	\$11,787
<b>Residential Principals</b>	46	V	Annual	\$125,407	\$129,593	\$133,720	\$137,791	\$141,444
			Monthly	\$10,451	\$10,799	\$11,143	\$11,483	\$11,787
<b>ALC/AEO Principals</b>	46	V	Annual	\$125,407	\$129,593	\$133,720	\$137,791	\$141,444
			Monthly	\$10,451	\$10,799	\$11,143	\$11,483	\$11,787
<b>Senior High Principals</b>	47	VI	Annual	\$134,434	\$138,891	\$143,349	\$147,747	\$151,400
			Monthly	\$11,203	\$11,574	\$11,946	\$12,312	\$12,617

**Persons with more than the below noted years of continuous full time service with the Duluth Principal's Association shall receive an additional annual longevity payment, which shall be in addition to the amount set forth in the above salary schedule for such persons except that such payment shall remain constant and not be compounded in future salary adjustments.**

<b>Years of Experience</b>	<b>Annual Salary Addition</b>
<b>6-9</b>	<b>\$1000</b>
<b>10-13</b>	<b>\$1500</b>
<b>14-17</b>	<b>\$2000</b>
<b>18+</b>	<b>\$2500</b>

- I. Salaries are determined by multiplying one's weeks of work per year by the weekly salary indicated on the appropriate step of the salary schedules unless otherwise provided herein.
- II. Elementary Principals assigned to supervise more than one building shall receive a stipend of \$35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

All Assistant Principals assigned to more than one building shall receive a stipend of \$35.00 per week for such assignment, and the services shall be considered part of the members normal work year. This stipend will be in addition to the regular scheduled pay. This stipend is not a part of one's base salary, therefore, a transfer in assignment with resulting loss of the stipend shall not be considered a demotion, shall represent an exception to the provisions of Section 3.7 of this Agreement, and shall not be grievable under this Agreement.

**APPENDIX B**

**Meet And Confer**

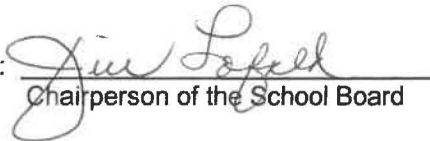
When it is in the interest of either the District or the Principals' Association to discuss alternative employee benefits the meet and confer process will be utilized to resolve such issues.

Dated at Duluth, Minnesota, this 20th day of November 2023.

DULUTH PRINCIPALS' ASSOCIATION

INDEPENDENT SCHOOL DISTRICT NO. 709

By:   
President

By:   
Chairperson of the School Board

By:   
Negotiations Chairperson

By:   
Chief Negotiator