

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, March 19, 2024

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 - February 29, 2024 2

B. Approval of Action Items

1) Human Resources

- a. Staffing Report 5

- b. Other Action Items

2) Finance

- a. Financial Report 7

- b. Fundraisers 8

- c. Bids, RFPs and Quotes

- (1) Bid #1323 Homecroft Parking Lot Reconstruction 9

- d. Contracts, Change Orders, Leases - None

3) Items Brought Forward From the Monthly Committee of the Whole Meeting

4) Other

- a. Diploma Requests 11

- b. Field Trip Requests 15

- c. Data Sharing Agreements 79

C. Approval of Policy Readings

1) First Readings - None

2) Second Readings

- a. 811 Playground Installation and Maintenance (Deletion of 3045, 5115 & 7115) 83

- b. 604 Instructional Curriculum (Deletion of 6041, 6125 & 6130) 102

3) Policies for Review

- a. 725 Requests for Proposals (renumbered from 3075) 119

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 - March 4, 2024 124

- 2) Policy Committee - March 4, 2024 185

- 3) Human Resources/Business Services Committee - March 11, 2024 226

Regular School Board Meeting
Thursday, February 29, 2024 6:30 PM Central

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

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Absent
Present: 6, Absent: 1.

1. Call to Order
at 6:30 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to approve the agenda. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

5. School and Community Recognition

Superintendent Magas presented the School and Community Recognition.

6. Career and Technical Education (CTE) Presentation

The Career and Technical Education (CTE) Presentation was given by Principal on Special Assignment Seboe.

7. 2024 Concurrence and Non-Concurrence Presentation

The 2024 Concurrence and Non-Concurrence Presentation was given by American Indian Education Coordinator Garbow and Interim Chair Greensky of the American Indian Parent Advisory Committee.

8. Reading Communications, Petitions, Etc.

9. Report of the Superintendent

9.A. Reports from Student School Board Representatives

Student Representative Patronas presented the East Student Report.

Student Representative Miller presented the Denfeld Student Report.

Student Representative Ritzko presented the Area Learning Center Student Report.

9.B. Superintendent's Report

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

Student Representative Reports
Duluth Public Schools Branding Video
Negotiations
Referendum
Legislative Platform and Advocacy
Superintendent Mid-Year Evaluation

9.C. Schedule of Meetings and Events

10. Report of Standing Committees

10.A. Committee of the Whole

10.A.1) Monthly Committee of the Whole (*February 6, 2024*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

10.B. Human Resources/Business Services Committee (*February 13, 2024*)

Member Durick Eder presented the Human Resources/Business Services Committee Report.

10.C. Policy Committee (*February 6, 2024*)

Member Loeffler-Kemp presented the Policy Committee Report.

Discussion was had.

11. General Board Committee Updates

Member Loeffler-Kemp shared an update on the Duluth Public Schools Endowment Fund Committee.

Member Mikesell shared an update on the Inter-Governmental Committee.

Member Sadowski shared an update on the Head Start Policy Council.

12. Consent Agenda

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

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea

Yea: 6, Nay: 0, Absent: 1

13. Resolutions from Committee Reports

13.A. B-2-24-4015 - Acceptance of Donations to Duluth Public Schools

Move to approve Resolution B-2-24-4015 Acceptance of Donations to Duluth Public Schools.

This motion, made by Kelly Durick Eder and seconded by Sarah Mikesell, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea

Yea: 6, Nay: 0, Absent: 1

14. Special Resolutions and Action Items

14.A. SP-2-24-4014 School Board Members to Attend Duluth Days at the Capitol

Move to approve SP-2-24-4014 School Board Members to Attend Duluth Days at the Capitol.

This motion, made by Sarah Mikesell and seconded by Jill Lofald, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie

Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

14.B. B-2-24-4017 Legislative Platform

Move to approve Resolution B-2-24-4017 2024 Legislative Platform. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

14.C. HR-2-24-4016 - Integration Specialists Bargaining Unit Contract - PLACEHOLDER

Move to approve Resolution HR-2-24-4016 Integration Specialists Bargaining Unit Contract. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

15. Questions / Other

16. Adjournment

Move to adjourn at 9:05 p.m. This motion, made by Kelly Durick Eder and seconded by Henry Banks, Passed.

Stephanie Williams: Absent, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea
Yea: 6, Nay: 0, Absent: 1

HUMAN RESOURCES ACTION ITEMS FOR: March 19, 2024**CERTIFIED APPOINTMENT**

BARTIKOSKI, KAYLA J
 BOGENHOLM, BETHANY E I
 CHMELIK, ROSALYN A
 KOCHVAR, ANNA M
 LOHN, BREANNA J
 LUEDTKE, JACK R
 SAVRE, JAMES A
 SMITH, MARK R
 ZSCHUNKE, AARON M

POSITION

LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE
 SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER
 SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER
 LTS GRADE 3 TEACHER/HOMECROFT, (BA) III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION
 LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE
 LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION
 MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER
 SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER
 MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER

EFFECTIVE DATES

02/07/2024
 01/08/2024
 01/17/2024
 01/24/2024
 02/01/2024
 01/22/2024
 02/05/2024
 01/15/2024
 01/08/2024

CERTIFIED LEAVES

BACHINSKI, SUSAN D
 ELIASON, KAITLYN J
 PETERSMEYER, ANNETTE K
 PIERRE, MARGARET L
 RIDGEWELL, CHRISTINE E
 SERRANO RIVERA, ALBERTO R
 SOLARZ, KARI E

POSITION

PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24
 SPEC ED SPEECH LANGUAGE/DW
 SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)
 PREKINDERGARTEN/MYERS WILKINS
 EARTH SCIENCE TEACHER/ORDEAN EAST
 ELA/DW
 3RD GRADE TEACHER/PIEDMONT

EFFECTIVE DATES

12/20/2024
 04/01/2024 06/07/2024
 10/18/2024
 08/26/2024 06/06/2025
 01/23/2024 02/09/2024
 01/12/2024 01/26/2024
 02/01/2024 02/01/2027

CERTIFIED RESIGNATION

PLESHA, STEVEN J
 PETERSON, BRUCE A

POSITION

SPED RESOUC/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS
 BUS DRIVER II

EFFECTIVE DATES

06/07/2024
 01/04/2024

CERTIFIED RETIREMENT

BACHINSKI, SUSAN D
 BOYNTON, SANDRA J
 DUPRE, KATHLEEN B
 FARNHAM, DEBBIE J
 FORBORT, KEITH A
 GROHN, SUSAN L
 MEHLING, MARIBEL L
 NYGAARD, WILLIAM D
 PETERSMEYER, ANNETTE K
 POKRZYWINSKI, JOHN M

POSITION

PRE K / STOWE
 MUSIC/BAND - ORDEAN EAST MS
 MTSS COORD - LAKEWOOD ES
 PRE K TEACHER / PIEDMONT ES
 GRADE 3 TEACHER - HOMECROFT ES
 SPED SCHOOL NURSE - DW
 GRADE 3 TEACHER/MYERS-WILKINS ES
 SOCIAL STUDIES TEACHER - EAST HS
 SPED RESIDENTIAL EBD - ROCKRIDGE
 GRADE 6 TEACHER/ORDEAN EAST MS

EFFECTIVE DATES

12/20/2024
 06/07/2024
 06/07/2024
 06/07/2024
 06/07/2024
 06/07/2024
 06/07/2024
 06/07/2024
 10/18/2024
 06/07/2024

NON-CERT APPOINTMENT

BICK, ANNIE M
 BLAZEJAK, BRYAN P
 BORGH, KEITH G
 BOURGEOIS, MARYMALIA
 CHRISTENSEN, PAMELA N
 CHRISTINA, KENKNIGHT M
 DECARO, ZACHARY A
 GJERDAHL, JESSIE R
 GOLMEN, KELSIE K
 HARVICK, SAMUEL B
 HINCHCLIFF, IRIS M
 HOFFMAN, JANE D
 JOHNSON, DENISE M
 JOHNSON, GRACE A
 KREAGER, DELANEY M
 KREKELBERG, TRIANN C
 LARSON, GRACIE M
 MENZ, LEEANNE C
 NETT, STEVEN D
 POLDOSKI, JACKIE J
 SAMEC, CHLOE J
 TURNMIRE, KELLEY L
 WALSBURG, AMANDA L
 WESTBERG, CRYSTAL M
 WILLIAMS, CYNTHIA JOAN
 WILLIAMS, SOPHIE H
 WILTON, PHYLLIS E
 ZINMER, MARY P

POSITION

BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR
 SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED
 SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT
 SPED PROGRAM SETTING III PARA/LINCOLN PARK, 32.5/38WKS, \$20.65/HR, COLLARD J. RESIGNED
 NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED
 HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION
 EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR
 CUSTODIAN/DENFELD, LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED
 SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR
 FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR
 HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR
 SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCracken C. TRANSFER
 HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR
 SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR
 SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR
 HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR
 SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION
 SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER
 CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR
 HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR
 SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER
 HOURLY MONITOR/CONGDON, 12.5/38WKS, \$15.00/HR
 SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR
 OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER
 HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR
 PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED
 PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE
 HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION

EFFECTIVE DATES

01/16/2024
 01/08/2024
 01/11/2024
 02/14/2024
 01/08/2024
 01/22/2024
 01/29/2024
 01/10/2024
 01/22/2024
 01/02/2024
 01/31/2024
 01/30/2024
 01/19/2024
 01/10/2024
 01/31/2024
 01/16/2024
 01/22/2024
 01/25/2024
 01/16/2024
 01/12/2024
 01/31/2024
 01/31/2024
 01/22/2024
 01/16/2024
 01/09/2024
 01/24/2024
 01/22/2024
 02/05/2024

NON-CERT LEAVES**POSTION****EFFECTIVE DATES**

GRADINE, JEFF S
MARPLE, BROOKE K

CUSTODIAN I/DENFELD
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024
02/06/2024 03/05/2024

NON-CERT RESIGNATION

BLAZEJAK, BRYAN P
CHRISTINA, KENKNIGHT M
CUSEY, DARREL W
DICKENSON, JULIE K
DOUGLAS, JESSICA N
ETHIER, MARY C
GREENBERG, JOSHUA D
STEVERMER, NICKOLAS G
WHITLOCK, NICHOLE E
WIGHT, KATELYN A

POSITION

SPED PROG PARA/LINCOLN PARK MS
BUS HELPER - TRANSPORTATION
LIC ASL INTERPRETER / EAST HS
CHILD NUTRITIONAL SERVICE ASST / DENFELD HS
OFFICE SUPPORT SPECIALIST / EAST HS
INSTRUCTIONAL PARA - MYERS-WILKINS ES
BUS DRIVER II/TRANSPORTATION
NETWORK ENGINEER II / DSC
SPED BW PARA / ORDEAN EAST MS
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

EFFECTIVE DATES

01/22/2024
01/23/2024
01/30/2024
02/23/2024
02/23/2024
03/01/2024
01/16/2024
02/09/2024
02/16/2024
01/16/2024

NON-CERT RETIREMENT

SOMROCK, SHERRY E
ZWAK, ELIZABETH J

POSITION

LIC ASL INTERPRETER/DENFELD HS
CHECK & CONNECT PARA - EAST HS

EFFECTIVE DATES

06/07/2024
06/07/2024

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report March 11, 2024 Committee Meeting REVISED BUDGET

REVENUES	23-24		23-24		23-24		23-24		3/8/2024	Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		3/1/2024	
	FUND	Jul-23	JULY 23-24		July - June		July - June			
General	1	\$ 126,200,922.80	\$ 127,478,292.31	\$ 62,246,036.78	\$ 3,796,008.56	\$ 61,436,246.97				49%
Food Service	2	\$ 4,039,200.00	\$ 4,039,200.00	\$ 3,167,730.36	\$ -	\$ 871,469.64				78%
		INCR TO SALES/REVENUE	\$ 1,960,800.00							
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 2,071,816.42	\$ 185,215.04	\$ 4,763,909.66				30%
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 3,449,851.45	\$ 199.43	\$ 5,066,102.07				41%
Operating Captial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 1,341,013.89	\$ 58,322.86	\$ 1,343,210.25				49%
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10				10%
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00				0%
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 583,195.57	\$ -	\$ 366,804.43				61%
Student Acitivity	79	\$ 58,406.00	\$ 585,259.43	\$ 229,192.16	\$ 5,711.50	\$ 350,355.77				39%
REVENUE	TOTALS:	\$ 173,430,884.92	\$ 177,216,515.81	\$ 75,476,359.53	\$ 4,045,457.39	\$ 95,733,898.89	\$ -			43%

EXPENSES	23-24		23-24		23-24		23-24			
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			
	FUND	Jul-23	JULY 23-24		July - June		July - June			
General	1	\$ 120,283,293.86	\$ 123,654,428.65	\$ 72,948,024.13	\$ 2,821,601.74	\$ 47,884,802.78				61%
		CONTRACT NEGOTIATIONS	\$ 3,800,000.00							
		SPED ED	\$ 3,100,000.00							
Food Service	2	\$ 4,012,876.00	\$ 4,012,876.00	\$ 2,976,795.54	\$ 1,322,866.28	\$ (286,785.82)				107%
		INCR TO SALES	\$ 1,987,124.00							
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 6,591,833.50	\$ 107,147.83	\$ 50,651.43				99%
Community Ed	4	\$ 7,630,865.00	\$ 9,084,185.95	\$ 5,019,487.16	\$ 21,066.17	\$ 4,043,632.62				55%
Operating Captial	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 8,237,614.17	\$ 861,743.52	\$ (1,099,738.44)				114%
Building Construction	6	\$ -	\$ -	\$ 3,188,138.63	\$ 198,928.00	\$ (3,387,066.63)				
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,931,588.45	\$ -	\$ (3,291,588.45)				114%
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00				0%
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 616,835.17	\$ -	\$ 298,164.83				67%
Student Acitivity	79	\$ 306,948.00	\$ 276,264.96	\$ 139,937.40	\$ 2,462.03	\$ 133,865.53				52%
EXPENSE	TOTALS	\$ 171,310,984.87	\$ 185,472,881.57	\$ 126,650,254.15	\$ 5,335,815.57	\$ 44,599,687.85	\$ -			71%

<u>Fin 160 ESSER III</u>	<u>Expenses</u>		<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$ 41,401.00		Program 298	Revenue \$ 391,356.67
Program 110 Admin	\$ -		Program 298	Expense \$ 367,645.03
Program 108 Tech	\$ 1,759,504.51			
Program 203 Elem	\$ 980,133.47			
Program 211 Secondary	\$ 798,552.82			
Program 640 Staff Dev	\$ -			
Program 805 Operations	\$ -			
Program 760 Transportation	\$ 215,293.76			
Program 740 Pupil Engage	\$ 5,897.64			
	<u>\$ 3,800,783.20</u>			

**Fundraisers Reported
February 2024**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Denfeld Spanish	\$100.00	33% of sales using our code as long as we sell over \$150
Denfeld HS	Denfeld Spanish	\$150.00	20% of net sales from Cold Stone Creamery

DESIGN TREE

engineering + land surveying

March 9, 2024

Duluth Public School District
713 Portia Johnson Drive
Duluth, MN 55811

Regarding: Homecroft Elementary Parking Lot Reconstruction

Dear Duluth Public School District,

On March 5, 2024, 8 bids were opened for the above referenced project. Kiminski Paving, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Kiminski Paving, Inc.	\$411,187.00
Northland Constructors of Duluth	\$418,400.00
Sinnott Contracting, LLC	\$457,339.00
Rachel Contracting, LLC	\$479,250.00
Veit & Company, Inc.	\$484,460.00
Ulland Brothers, Inc.	\$565,100.00
JMF Construction, Inc.	\$567,628.00
KTM Paving, Inc.	\$596,600.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Kiminski Paving, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Homecroft Elementary Parking Lot Reconstruction project to Kiminski Paving, Inc.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Kiminski Paving, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at mjg@dte-ls.com.

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation

DESIGN **TREE**
engineering + land surveying

PROJECT: Homecroft Parking Lot Reconstruction

3/5/2024, 10:00am
713 Portia Johnson Drive

March 6, 2024

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>
Destyni Amani Forever Clingerman	Duluth Public Schools	1/18/2024

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: 2/8/2024

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:

Jossalin Anderson

2/8/2024

February 26, 2024

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>
Tamodjae Yarbrough	Duluth Public Schools	2/26/2024

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

Christine 'Lisa' Post
Bridge Program

Kathleen Wilson
Area Learning Center

March 4, 2024

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>
Kolbie Wyland	Duluth Public Schools	3/4/2024

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

Christine 'Lisa' Post
Bridge Program

Kathleen Wilson
Area Learning Center

DISTRICT 709

FIELD TRIP REQUESTS

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

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

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative 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: [Signature]

Date: 2/15/24

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: [Signature]

Date: _____

Assistant Superintendent:

- ☒ Recommended
☐ Not Recommended

Name: Anthony Braf

Date: _____

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 FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: Laura Mac 5th Gr.
2. Contact Person (Responsible for Checklist Completion): Adam Metzger
3. Field Trip Date(s): 4/24 - 4/26 Destination: Wolf Ridge ELC
4. Field Trip Overview (Include events, establishments and locations): See attached

5. Field Trip Departure from School (Date and Time): 4/24/24 8:30 AM
Field Trip Return to School (Date and Time): 4/26/24 1:30 PM

6. Objectives of Field Trip: Team building, environmental learning, experiential experience
7. Relationship to Curriculum or Student Learning: Science, history, SEL

8. Planned Follow-up Field Trip Activities: Journal review & reflection

9. Field Trip Budget Request

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

Revenues	
District Budget	Code: \$
Booster Group	\$
Donations	\$
Student Fees	\$
Total Additional Stipends:	\$
Total	\$

11. Reviewed/Completed Request Checklist: ☐ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

1. The first part of the paper is devoted to a discussion of the various methods which have been proposed for the determination of the rate of reaction between a radical and a molecule.

2. The second part of the paper is devoted to a discussion of the various methods which have been proposed for the determination of the rate of reaction between a radical and a molecule.

3. The third part of the paper is devoted to a discussion of the various methods which have been proposed for the determination of the rate of reaction between a radical and a molecule.

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

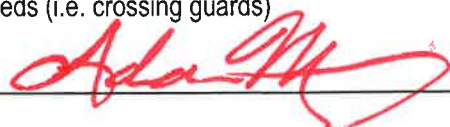
- ☒ Develop and Communicate Student Discipline Expectations
- ☒ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☒ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special 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 see attached

TIME

LOCATION

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

Signature of Contact Person: _____

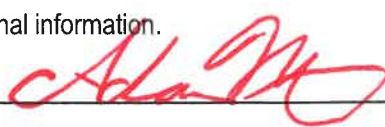


FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☒ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.
- ☒ Arrange Funding of Expenses During Trip
- ☒ Arrange Meal Plans
- ☒ 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: _____





Dear 5th Grade Families,

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

Included in this letter, to be RETURNED -

- ☐ Wolf Ridge Student/Guardian Agreement by December 22nd, 2023
- ☐ Permission Form by February 1st, 2024

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

This trip is an amazing opportunity for our students to learn new skills, practice science inquiry, work as a community, have experiences outdoors, and have fun with their peers. Wolf Ridge is often a trip children remember their whole lives!

Important Points -

- **When:** Wednesday - Friday **April 24th - 26th, 2024**
- **Where:** Near Finlayson, MN (about 70 miles northeast of Duluth)
- **What:** A three day, two night learning experience focused on outdoor education, science, inquiry, and team building.
- **Cost:** ~~\$220.00~~ ⇒ **100.00 per person to be paid by families**
We were awarded a generous scholarship/grant from Wolf Ridge!!!
- **Fundraising:** We are doing a few beef stick orders from Old World Meats during the first semester. We will have Kwik Trip Car Wash cards for sale for the second semester. Fundraising is on an individual basis; If you chose to fundraise, the money first goes directly to your student or you if you are chaperoning.
- **Due Dates:** We are asking families to **pay \$50.00 by 02/1/24 and the final \$50.00 by 03/1/24. You may pay all \$100.00 at one time if you prefer.** We will communicate how much your student owes based on any previous deposits of money or fundraised amounts.

Please take time to review the following **pro-tips** with your student before our trip:

- ☐ **Medications-** Teachers will be responsible for supervising any medication needed. Please have medication labeled and direction clearly written to make this process safe and efficient.
- ☐ **Meals-** Food at Wolf Ridge is high quality, varied, and plentiful. Please encourage your student to have a positive attitude towards eating something that may be different than what they are used to.
- ☐ **Physical Exertion** - Our learning takes place outdoors and requires lots of walking and climbing. The weather may be hot or cold. It may be raining, sleeting, or snowing. There may be bugs. This is all part of the experience and a positive attitude as well as proper preparedness makes everyone's experience better.
- ☐ **Sleep** - Please work to ensure that your student is prepared to sleep away from home for two nights. They should be able to fall asleep independently.
- ☐ **Representing our School** - This trip is a big deal for Laura MacArthur. Many people have worked very hard to make this trip a success and we want to impress everyone who interacts with us. This is a time for everyone to be their best.
- ☐ **Participation** - There is no nurses office, places to take breaks, or extra adults to walk students to class like we have at school. Students must stay with their dorm/learning group at all times in order for everyone to participate and be safe.

Over the next couple months, we expect and require that each student act responsibly, respectfully, and safely inside and outside of school in order to earn the privilege to attend the trip.

Rules for Wolf Ridge:

******Please review prior to your trip.***

1. Students must be with an adult at all times. You will always stay with your dorm group adult or your leaning group adult(s). Your dorm group is your team.
2. No one is allowed to go back to the dorm without an adult.
3. Shoes or boots are not allowed in the dorm rooms. Leave them lined up neatly outside your door in the hallway.
4. Keep the rooms clean and neat at all times so you are ready for inspection for the conservation challenge award.
5. We are walking at all times within the buildings and if instructed by any adult.
6. Be on your best behavior at all times. We are representing Laura MacArthur Elementary School, our community, ourselves, and our families!
7. Remember- All electronic devices, food, and gum are to stay home. Wolf Ridge does not allow these items.

FAQ

What will my student need to bring with?

Please see the packing list!

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

Also students should bring a book to read and/or a journal to write in during quiet time before bed.

What if my child is not able to go to Wolf Ridge?

Students who are not able to attend the Wolf Ridge trip will come to school as normal and have regular work to complete as well as helping opportunities in other areas of the building.

Can my student bring a cellphone?

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

Can my child bring food with them?

No need! Meals and snacks will be provided. They are well fed (all 3 meals), snacks are provided twice per day, plus extra food in dwelling areas attracts mice as doors are often open with people going in and out. **Please do not allow your child to bring any candy, snack, or any food with them.**

How does the overnight experience of the trip work?

There will be dorm rooms for students and adults with 6-8 people per room (4 bunk beds). Boys and girls will have separate assigned rooms with an adult in each room as well (as long as we have enough chaperones). There are sinks and a private bathroom/shower in each room with cubie areas for things. Quiet hours are 9:30pm to 6:30 am.

Wolf Ridge Packing List

- ☐ Clothes (Long pants, shorts, short sleeve shirts, sweatshirt, light jacket, socks (long) and underwear)
- ☐ Shoes (good for walking/hiking and a pair boots for slush/snow/mud)
- ☐ Pajamas
- ☐ Bedding (sleeping bag + pillow or blanket, sheet, and pillow)
- ☐ Book/Journal & Pen/Pencil
- ☐ Hat
- ☐ Water Bottle
- ☐ Toiletries (toothbrush, toothpaste, soap, deodorant)
NO body spray
- ☐ Towel
- ☐ Sunscreen & Bug Repellent

PLEASE DO NOT BRING THE FOLLOWING ITEMS

Toys	Candy	Stuffed Animals	Electronics
Flashlights	Body Spray	Gum	Snacks
Slime/fidgets			

Wolf Ridge - Student & Guardian Agreement

***Please read through together & return signed to school before winter break -
DUE BACK by December 22nd, 2023

We all agree to the following....

Students	Guardians (Families)	Teachers
● I will SOAR in school and in the community ● I will have fewer than 3 major Referrals 2nd semester ● I will attend school to be prepared for the trip (80% 2nd Semester, excluded excused absences) ● I will represent my school with pride & outstanding behavior at Wolf Ridge	● We will be reachable and responsive before and during the trip ● We will make sure that forms are completed and turned on time ● We will help our student fundraise/pay for this experience ● <i>If required: I will attend Wolf Ridge with my student to support positive participation.</i>	● Plan, supervise, and organize a successful experience. ● Communicate important field trip information to families at conferences, in newsletters, and electronically ● Notify families of behavior incidents that may affect trip participation. ● Prepare students for the trip by pre teaching

Behavior Expectation at School - This overnight field trip opportunity is a privilege, not a right, even if you have paid. In order for everyone to be safe and participate fully in this experience, students must demonstrate that they can SOAR at school. We hold students to the following standards for behavior during second semester:

Invited to Attend Wolf Ridge Independently	Invited to Attend Wolf Ridge ONLY with a Parent or Guardian Chaperone
● 3 or fewer Office Discipline Referrals 2nd Semester ● No In School or Out of School Suspension 2nd Semester	● More than 3 Office Discipline Referrals 2nd Semester ● Any In or Out of School Suspension 2nd Semester

- Teachers or Administrators will contact parents whenever a discipline event occurs in school that will affect Wolf Ridge.
- Notice will be given in writing if your child will require a chaperone.
- All chaperones are required to pay the full cost of attending Wolf Ridge.

Behavior Expectations at Wolf Ridge

Minor Behaviors	- Students will be reminded by staff/chaperones to meet our SOARing expectations - If a second minor incident occurs, students will problem solve with a teacher and parent contact will be made.
Major Behaviors	Any major behavior incident occurring on this trip will result in a student being asked to leave Wolf Ridge. This will require an adult to come and pick up this student, or a staff member to drive them back to school at parent expense.

School Levels of Referral Write-Ups:

Staff/Teacher Managed		Administration/Office Managed	
Level 1 - Incidental <i>Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.</i> -out of seat -noise making -horseplay -minor arguments -loud noise -refusal to follow directions (non chronic) -unprepared for class -missing homework -running in hallway -Dress Code -consensual display of affection	Level 2 - Minor <i>Doesn't significantly violate the rights of others. Doesn't put others at risk.</i> -disruption -disrespect -defiance -inappropriate language -cell phone violation -leaving assigned area -misuse of technology -avoiding staff -refusal to participate in class -refusal to follow directions -property misuse -interruptions -academic dishonesty	Level 3 - Major <i>Violates the rights of others. Puts self or others at risk, or chronic</i> -verbal aggression/abusive language -physical aggression -harassment -bullying/cyber bullying -minor property damage/vandalism -leaving building without permission -repeated or prolonged defiance or disrespect -gang display -forgery/plagiarism -attendance issues -technology violation -hazing -gambling -photographic or recording misuse -Intimidation -tobacco -theft -record and identification falsification -threats/intimidation -extortion	Level 4 - Unlawful <i>Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.</i> -robbery -significant property damage/vandalism -assault -sexual assault -illegal or prescription drug, alcohol possession -weapon possession -arson -bomb threats -homicide -gang activity -pyrotechnics -fighting -terroristic threats -trespassing

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

Please contact us with any questions or concerns!

5th Grade Team

Kalina Pavlisich ext. 2230

kalina.pavlisich@isd709.org

Adam Metzger ext. 1291

adam.metzger@isd709.org

Wolf Ridge Student/Guardian Agreement Signature Sheet

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

- I have reviewed the Wolf Ridge Student and Guardian Agreement regarding everyone's expectations. I understand that this is a requirement for students.
- I understand that if it is required, students may be asked to leave Wolf Ridge due to not complying with the behavior expectations. If my child is required to come home, **I will drive to Wolf Ridge to pick him/her up.** If I cannot drive there, I know that I will be charged approx \$0.75/per mile to offset staff costs of driving him/her home and will pay this cost within 5 school days of the incident.

Student Name (Printed)

Student Signature

Guardian Signature

Date



Please return by 2/1/2024

Permission Form

I give my student permission to attend the 5th Grade Wolf Ridge field trip Wednesday April 24th - Friday April 26th 2024. I understand this is a three-day/two-night trip.

- ☐ Yes, I give permission
- ☐ No, I do not give permission/ my student is not attending this trip

Student Name: _____

Guardian Signatarure _____

Payment (check one please)

*Checks can be made payable to Laura MacArthur PTO

- ☐ I am enclosing the first half or second half of payment, \$50.00
- ☐ I am enclosing the full amount of \$100.00
- ☐ Other amount (please write in/explain) _____
- ☐ I plan on paying at one of the later dates (1st half by 2/1, 2nd half by 3/1)
- ☐ We are fundraising the money by selling beef sticks/carwash cards
- ☐ I am not paying because my student will not be attending

Chaperones - If you are interested in being a chaperone for this trip please indicate below and we will contact you with additional information. Adults will be covered the same as students financially and asked to pay \$100.00. Chaperones must be over 18 years of age - preferably the guardian of one of the students in attendance for the trip.

- ☐ I would like to be considered for chaperoning the Wolf Ridge trip.

Name (print) _____

Email _____

Phone _____



Wolf Ridge May 31- June 2 Detail Schedule

Time	Learning Group A	Learning Group B	Learning Group C
Wednesday May 31st			
7:35	Arrive at LM, gather in Large Muscle Room. (near front entrance) Students should get breakfast & eat in cafeteria. Label student luggage. All student (labeled!) meds to Pav/Rudolph.		
8:15	Begin loading the bus, everyone should have a bathroom break before we head out. Students load bags onto the trailer.		
8:30	Depart Laura MacArthur		
10:30	Arrive at WR, give room assignments and get unpacked.		
10:45 - 11:30	Meet with WR staff for welcome. <i>If there is extra time here we plan to take a quick nature walk or continue getting unpacked. Meet in main lobby by 12</i>		
12:15	Lunch - Fireplace Dining Hall		
1:30 - 4:30	Ojibwe Heritage ED5	Small Mammals ED4	Superior View Hike ED7
5:15	Dinner - Fireplace Dining Hall		
6:30 - 9:00	Skyview Ropes ED Lobby 6:30 - 9	Ridgetop Ropes ED 3 6:30 - 9	Evening Presentation SC1 6:30 - 7:15 Planetarium Sc1 7:15 - 8:15
9 - 9:30	Get ready for bed - quiet journal/reading time in dorm room		
9:30	Bedtime- Lights Out		
Thursday June 1st			
7:00	Wake Up and Getting Ready		
7:30	Breakfast - Fireplace Dining Hall		
8:30 - 11:30	Small Mammals ED4	Ojibwe Heritage ED5	Wetlands SC3
12:15	Lunch - Fireplace Dining Hall		
1:30 - 4:30	Wetlands SC3	Superior View Hike ED4	Small Mammals ED5
5:30	Dinner - Fireplace Dining Hall		
6:30 - 9:15	Evening Program 6:30-7:15 Planetarium 7:15 - 8:15 Campfire	Evening Program 6:30-7:15 Night Hike/Campfire set-up 7:15-8 Campfire	Skyview Ropes ED Lobby Campfire
9:15 - 9:30	Get ready for bed - quiet journal/reading time in dorm room. Start consolidating things into bags.		
9:30	Bedtime, Lights Out		

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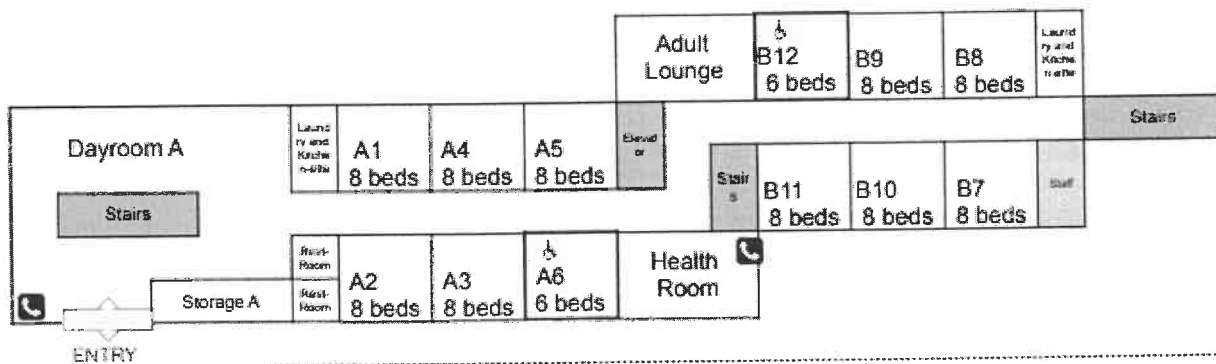
	Final Day! Need to be packed up and out of rooms before our last class.		
Friday June 2nd			
7:00	Everybody up and getting ready - bags packed and in lobby!		
7:30 - 8:30	Breakfast - Fireplace Dining Hall Bags packed and in lobby! Moved out of rooms!		
8:30 - 11:30	Superior View Hike ED11	Wetlands SC3	Ojibwe Heritage ED5
11:30 - 12:00	Double check that rooms are clean and nothing if left, Begin loading the bus at 12:00. Pick up our to-go lunch, BATHROOM BREAK!		
12:15	Everyone on the bus, headcount, start passing out lunch when we are on the highway.		
1:30	Arrive back at LM. Load back into the Large Muscle Room		
1:30 - 2:15	Check out students whose parents come to pick them up. Every student needs to sign out with teacher. Return meds.		

Learning Group A Nikki, Jim, & Tommie		Learning Group B Gwen, Josh, & Amber		Learning Group C Colleen, Sam	
A1	B10	A4	B11	A3	B9
Keily	Aaron	Maddi	Cooper	Isabella	Aiden
Lexie	Perrin	Katrina	Atticus	Halle	Kortez
Lexi	Josh	Journie	Gauge	Jaylynn	Caiden
Zameria	Channing	Cassidy	Zeke	Maria	Jer H.
Zoey	Chase	Savanna	Byron	Jazmine	Julian
Fiona		Josey		Audri	
Z		Amarhea		Talia	
B12		A2		A5	
Kristian	Ian	Ava	Trinity	Norah	Kaycen
Jerimiah B	Beau	Mina	Ana	Brooklyn	Piper
		Athena	Angel		
		Allie			

Dorm Assignments

A1	A2	A3	A4	A5	B10	B11	B9	B12
Nikki	Amber	Colleen	Gwen		Jim	Josh	Sam	Tommie
Keily	Mina	Isabella	Maddi	Norah	Aaron	Cooper	Aiden	Kristian
Lexie	Athena	Halle	Katrina	Kaycen	Perrin	Byron	Kortez	Jerimiah B
Lexi	Allie	Jaylynn	Journie	Piper	Josh	Atticus	Caiden	Ian
Zameria	Ava	Maria	Cassidy	Brooklyn	Channing	Gauge	Jer H.	Beau
Zoey	Trinity	Jazmine	Savanna		Chase	Zeke	Julian	
Fiona	Ana	Audri	Josey					
Z	Angel	Talia	Amarhea					

Summit Lodge (we **don't** have rooms B8, or B7) Teacher's room will be A6



Kitchen Patrol (KP)

Wed. Lunch	Wed. Dinner	Thur. Bfast	Thur. Lunch	Thur. Dinner	Fri. Bfast
11:45am	4:45pm	7:00am	11:45am	4:45pm	7:00am
Sam	Gwen	Nikki	Tommie	Amber	Colleen
Aiden	Maddi	Beau	Kristian	Mina	Norah
Kortez	Savanna	Keily	Jerimiah B	Athena	Kaycen
Caiden	Joesy	Lexie	Ian	Allie	Piper
Jer H.	Katrina	Lexi	Aaron	Ava	Brooklyn
Julian	Amarhea	Fiona	Cooper	Trinity	Maria
		Zameria		Ana	

- Feel free to change up KP students/adults; as long as we have about 5 for each meal.

Dear Wolf Ridge Chaperone,

Thank you again for volunteering to go with us on our Field Trip! We couldn't have made this trip possible without your time and support. As you are well aware, our trip is fast approaching. We leave from Laura MacArthur **Wednesday April 24th at 8:30am, and return to Laura MacArthur on Friday, April 26th by 1:45pm.**



We would like to request that chaperones meet us early at the school Wednesday morning by **8 am** to help with organizing students and their bags. Students should bring their bags immediately to the **large muscle room - a corner room near the main office inside the school.** The bus for Wolf Ridge will arrive about 8:00am. We will begin loading up the buses immediately, and the bus will leave promptly after, hopefully around 8:30am. After students have dropped off their bags in the morning, they are to report to the cafeteria for breakfast as normal until 7:45. We will get students to where they need to be until we leave at 8:30. We request that chaperones stay in the large muscle room and front entrance hallway to help students organize bags and to look for late arrivals until we leave. When the buses come, we also request that you help load bags onto the enclosed trailer attached to the bus.

Chaperones can drive separately on their own if they wish, or carpool with another chaperone. You may choose to bring your child's bag and your bags in your car. **Your student may ride with you if you wish, but only your student.** Reminder - Students are not allowed to bring their own phone or snacks, but chaperones can have their phones. Please use them for pictures and limit your time on them to set a good example for our students.

Chaperones will be provided with a binder that will include important information you will need while we are at Wolf Ridge. This will include information such as your schedule, learning group, dorm assignments, Kitchen and Recycling patrol assignments, and meal times. Students will have a Wolf Ridge journal of their own and they will be expected to fill out journaling prompts about this fun field trip experience. They will keep these in their dorm rooms, and will be bringing extra pencils/pens along with them. Chaperones are asked to encourage students to write in these after their classes/in the evenings before lights out.

Again, thank you all SO MUCH for your time and support!!! We literally could not do this field trip without you! If you have any questions or concerns, please contact us!.

Adam Metzger adam.metzger@isd709.org ext. 1291
Kalina Pavlisich kalina.pavlisich@isd709.org ext. 2230

Chaperone Tasks & Responsibilities

Wednesday Morning - Departure Day

- 8am: Help organize bags in the Large Muscle Room on departure morning and help load buses
- Ensure you have your chaperone binder with you containing the important information.

Dorm Responsibilities

- Help ensure students in your group stay on schedule, and arrive at meals and classes on time. Keep track of students in your dorm - no student is allowed to go anywhere without an adult.
- Set alarms for wake up time in the morning to give students time to dress and go to breakfast (all students and chaperones are required to be at all three meals).
- Help ensure that students are filling out their journals after classes/ evening time before lights out.
- Maintain organization and cleanliness in the rooms. All shoes/boots are left OUTSIDE of rooms. Help check before we leave that everything is out of the room, lights turned off, ect.
- Set up schedules and times in your rooms for when students want to shower (night or morning). You will have your own bathroom/shower in each dorm room.
- Have a settling down period of time during the evening at about 9:00pm. Please enforce quiet setting down time, and require lights out by around 9:30pm.
- Help ease students who may be nervous about sleeping in a new place. Teachers will be there as well, so feel free to come to us if needed.

Anytime Responsibilities

- Remind and uphold SOARing (Safe, On task, Act with kindness, Respectful) behavior expectations with your group, and be consistent.
- Report comments, questions, and concerns to teachers as needed.
- Rotate sitting with students at mealtimes, there should always be an adult at each student table.
- Teachers will administer medications to students that may need it. Please don't administer any sort of medication without teacher permission unless it is to your own child.
- You may have to carry inhalers or other medicine for students in your group, which we will get to you if needed.
- Feel free to have a small backpack to carry around for your convenience. Students will not carry a backpack with them.

Friday Afternoon Responsibilities- Return Day

- Check all rooms thoroughly for any items left behind. Help students organize, pack up, and clean. **All rooms must be cleaned out, and bags will sit in the Common Area/Lobby BEFORE we go to our final class Friday morning.**
- Help load up buses, and head back to Laura MacArthur.
- Once back to Laura MacArthur, help unload bags into the main hallway. Students will go home their normal way on Friday.

Tuition Per Person	\$180	
Number of Attendees	60.00	
Deposit Amount	\$100	
Expenses		
WR Tuition	\$10,800	
Transportation	\$1,000	
Total Expenses	\$11,800	
Funding		
Student Deposits	\$6,000	
Grants	\$14,000	We received a large grant from Wolf Ridge this year.
Donations	\$0	
Total Funding	\$20,000	
Total Funding	\$20,000	
Total Expenses	\$11,800	
	\$8,200	Excess funds will be used to cover adult chaperone support.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

- Organization/Grade/Course Planning Trip: Denfeld DCD Setting 3 Program Grades 9-12
- Contact Person (Responsible for Checklist Completion): Haley Pykkonen
- Field Trip Date(s): May 1st - May 3rd, 2024 Destination: Camp Confidence
- Field Trip Overview (Include events, establishments and locations): Leaving Denfeld May 1st, going to Camp Confidence in East Gull Lake, MN. Arriving back at Denfeld on May 3rd.
- Field Trip Departure from School (Date and Time): May 1st, 9:15 am approx.
Field Trip Return to School (Date and Time): May 3rd, 12:30 am approx.
- Objectives of Field Trip: Provide the students with outdoor educational opportunities. Allow students to socialize in an educational setting.
- Relationship to Curriculum or Student Learning: We will have the opportunity to practice IEP goals while participating in various programs and activities.
- Planned Follow-up Field Trip Activities: N/A

9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees	\$ 0
Total Meals	\$ 2,310.70 1,025.70
Total Lodging	\$2,064
Total Transportation	\$3,310.30
☐ School District Vehicle(s) ☐ Commercial Transportation Carrier ~ Name: _____ ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	
Total Additional Stipends:	\$ 0
Other:	\$ 0
Total	\$6,400

Revenues	
District Budget	Code: <u>01 E 005 211 161 346 013</u>
Booster Group	\$ 0
Donations	\$ 0
Student Fees	\$ 0
Total Additional Stipends:	\$ 0
Total	\$

11. Reviewed/Completed Request Checklist: ☐ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

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

TIME

LOCATION

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

Signature of Contact Person:

Haley Pykhonen

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 **(Working on this with our school nurses.)**
- ☒ Additional Information
Note: Provide any additional information.

Signature of Contact Person:

Haley Pykhonen

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: Jan Jak
☐ Not Recommended Date: 2-28-24

Assistant Superintendent: ☒ Recommended Name: Anthony Bu L
☐ Not Recommended Date: 3/1/24

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.

Movement Details

Voyageur Bus Company, Inc.

Client ID	ISD709CHSB	Charter ID	153018
Client	Simone Zurich	Movement ID	193893
Company	Independent School District 709	Status	Firm
Client Ref 1		Passengers	50
Client Ref 2	(1) TRAILER	Distance	262.1

First Pick-up	Denfeld High School	Destination	Camp Confidence
Pick-up Date	Wed 5/1/2024 Time 09:15	Arrival Date	Wed 5/1/2024 Time 11:55
Single Journey	Yes	Leave Date	Wed 5/1/2024 Time 12:00
Vehicle To Stay	No	Back Date	N/A Time

First Pick-up Instructions	Destination Instructions
----------------------------	--------------------------

4405 W. 4th St.
Duluth, Mn. 55807
FRONT LOOP

1 TRAILER
1 LIFT BUS

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
77	School Bus with Lift	1	\$704.00	0	\$0.00	\$704.00
77	School Bus	2	\$704.00	0	\$0.00	\$704.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
2	Fuel Surcharge	\$65.00	\$130.00	0	\$0.00	\$130.00
1	Trailer	\$117.15	\$117.15	0	\$0.00	\$117.15
Movement Totals			\$1,655.15		\$0.00	\$1,655.15

Driver Description	Vehicle No	Driver Description	Vehicle No
School Bus Driver	1	School Bus Driver	2

Movement Details

Voyageur Bus Company, Inc.

Client ID Client Company Client Ref 1 Client Ref 2	ISD709CHSB Simone Zunich Independent School District 709 (1) TRAILER	Charter ID Movement ID Status Passengers Distance	153018 193895 Firm 50 262.1
First Pick-up Pick-up Date Single Journey Vehicle To Stay	Camp Confidence Fri 5/3/2024 Time 12:00 Yes No	Destination Arrival Date Leave Date Back Date	Denfeld High School Fri 5/3/2024 Time 14:15 Fri 5/3/2024 Time 14:30 N/A Time

First Pick-up Instructions	Destination Instructions
Mary Fawcett Memorial Drive, Brainerd Mn 1 TRAILER 1 LIFT BUS	401 N 44th Ave W Duluth, MN 55807

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
77	School Bus with Lift	1	\$704.00	0	\$0.00	\$704.00
77	School Bus	2	\$704.00	0	\$0.00	\$704.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
2	Fuel Surcharge	\$65.00	\$130.00	0	\$0.00	\$130.00
1	Trailer	\$117.15	\$117.15	0	\$0.00	\$117.15
Movement Totals			\$1,655.15		\$0.00	\$1,655.15

Driver Description	Vehicle No	Driver Description	Vehicle No
School Bus Driver	1	School Bus Driver	2

Confidence Learning Center

1620 Mary Fawcett Memorial Dr
East Gull Lake, MN 56401
(218) 828-2344

Deposit Invoice

Date	Invoice #
1/26/2024	6813

Bill To
Denfeld High School 401 N. 44th Ave. W. Duluth, MN 55807

Program/House
Logan Rauch 218-336-8830 ext 1266 logan.rauch@isd709 Haley Pykkonen 218-336-8830 ext 2081 haley.pykkonen@isd709

	Rep	Terms	Due Date	Status
	C	Net 30	2/25/2024	St. Louis
Description		Stay Total	Amount	
2 NIGHT(S) IN Kiwanis, Rotary Up, Rotary Down, Eagles Nest 1 and Eagles Nest 2 CABIN(S) (29 CAMPERS 14 STAFF) \$24 PER PERSON/NIGHT (MINIMUM PER CABIN) Total of 43. April 1st - April 3rd, 2024		2,064.00	2,064.00	
Projected balance after the deposit is paid. This amount will be due upon arrival.			-1,548.00	
A \$250.00 CLEANING FEE WILL BE CHARGED IF CABIN IS NOT CLEANED UPON DEPARTURE.				
		Total	\$516.00	
This is an invoice for your down payment. You may pay for your stay in full now or you will be billed for the balance of your stay when you arrive. Your final balance will be due within 15 days of your stay.		Payments/Credits	\$0.00	
		Balance Due	\$516.00	

Invoice dates
are incorrect.
Camp is sending
me a new invoice.
If you need a
copy, please let
me know. ☺

This is an invoice for your down payment. You may pay for your stay in full now or you will be billed for the balance of your stay when you arrive. Your final balance will be due within 15 days of your stay.

Confidence Learning Center

1620 Mary Fawcett Memorial Dr
East Gull Lake, MN 56401
(218) 828-2344

Reservation

Date	Reservation #
1/26/2024	3873

Name / Address
Denfeld High School 401 N. 44th Ave. W. Duluth, MN 55807

Program/House Name
Logan Rauch 218-336-8830 ext 1266 logan.rauch@isd709 Haley Pykkonen 218-336-8830 ext 2081 haley.pykkonen@isd709

County
St. Louis

Item	Description	Cost	Qty	Total
ORGANIZED GR...	2 NIGHT(S) IN Kiwanis, Rotary Up, Rotary Down, Eagles Nest 1 and Eagles Nest 2 CABIN(S) (29 CAMPERS 14 STAFF) \$24 PER PERSON/NIGHT. (\$100 PER NIGHT MINIMUM PER CABIN) Total of 43. April 1st - April 3rd, 2024	48.00	43	2,064.00
			Total	\$2,064.00

Please describe any goals or expectations for your camp visit:

I want ALL of the students to get involved. We have a lot of students who might be hesitant to do some of the activities for a multitude of reasons (embarrassed, too cool, might not think that they can do it, scared). I want all of the students in wheelchairs to be able to participate as well and experience a variety of activities that they would not typically experience at school. I want them to have just as many opportunities as the able bodied students. I expect that the counselors plan a range of activities.

Please describe the dynamics of the group you will be bringing to camp.

All of our students are under the DCD category. They range from mild/moderate to severe/profound. We have 4 students in wheelchairs and the rest of the students are able bodied. Our students in wheelchairs require 1:1 support for virtually all activities and aspects of daily life. We have 2 kids with down-syndrome and 1 student with FAS. All of the students have cognitive disabilities with low IQs. Most of the students get along, but some of them like to pick on each other. Most of the time, it's fun, but sometimes it can get mean. Our students struggle with processing different situations. They don't always understand how their actions or words affect others.

What are some of your campers' abilities?

The 4 students in wheelchairs require 1:1 support for virtually all activities and aspects of their day. Most of our students require constant monitoring for behavior and assistance with tasks. Most of the students are mostly independent with daily living skills. Most of the able bodied students are somewhat successful with physical activities (sports, outdoor activities that they are familiar with) and enjoy those games and activities.

We have a few students who are very good at art (drawing, painting etc.)

I have a lot of female students who like to do hair and make-up.

Some of the students like to sing and dance.

A few students like to camp and be outdoors.

A few students like to play basketball.

Are there any physical concerns for your campers?

We have 4 students in wheelchairs who are limited in mobility. 3 of them are wheelchair bound. 1 student can get out of her wheelchair but for a limited amount of time. These 4 students will need access to beds with rails for sleeping, wheelchair ramps, wheelchair accessible bathrooms, and adult sized changing table. Dining room tables will need to be wheelchair accessible.

2 of the able bodied students are slow walkers due to physical needs. 1 student requires a catheter change and will need a private, clean bathroom to do this task daily.

Briefly describe any behavioral or social concerns for your campers. Include negative or positive triggers or cues if applicable. For safety reasons, all aggressive behaviors must be listed:

KG - can be loud/ excessive yelling (she is nonverbal, so that is how she communicates some things)

MD - may hit or swing with her left hand if startled or if unfamiliar people are within her personal space

Students struggle with social interactions. They don't always understand how their words or actions hurt others. We have built a positive relationship with all of the students so they know that they are able to come to any of the adults with any issues they have.

Please list activities your campers may be interested in:

Bracelet/ necklace making

Nature art?

Boating/Canoeing/ Kayaking

Hiking

Ropes Course

Rock Climbing

Animal Encounters

Campfire cooking (s'mores, hot dogs, hobo meals, pudgie pies, etc.)

Campfire making

Basic wilderness survival (fire making, shelter building, navigation)

Archery

Fishing

Ax throwing

Sports

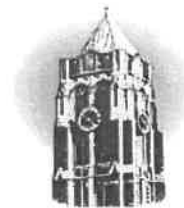
Slackline

Music / Instruments



DENFELD HIGH SCHOOL

401 N. 44th Ave. W.
Duluth, Minnesota 55807



Dear Parent/Guardian,

The Setting 3 DCD Program is excited to offer your student the opportunity to spend 2 days/2 nights at Camp Confidence, located in East Gull Lake, Minnesota. It is located very close to Brainerd, Minnesota. It is a 2 and a half hour bus ride and we will be taking 2 school buses; one regular bus and one ADA bus that will ensure the safety of students in wheelchairs for the entirety of the ride. This camp provides a multitude of different outdoor educational experiences such as fishing, a ropes course, canoeing, animal encounters, and campfire making. The cabins are all ADA compliant and we will be working on many different skills such as cooking, cleaning, relationship building and recreation/ leisure activities while staying at camp. We hope that you will allow your child to experience this amazing opportunity.

I hereby grant permission for _____, to attend Camp Confidence from May 1st through May 3rd, 2024.

Please ensure that _____ is aware of the importance of following safety guidelines and behaving responsibly during the entirety of the trip.

Print guardian name: _____

Sign guardian name: _____ Date: _____

If you have any concerns or questions, please feel free to contact us.

Sincerely,
Denfeld Setting 3 Teachers

Diana Wokson
Special Education Teacher DCD
diana.wokson@isd709.org
218-336-8830 ex. 2101

Haley Pykkonen
Special Education Teacher DCD
haley.pykkonen@isd709.org
218-336-8830 ex. 2081

Logan Rauch
Special Education Teacher DCD
logan.rauch@isd709.org
218-336-8830 ex. 1266



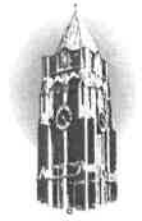
DENFELD SENIOR HIGH SCHOOL

401 N. 44th Ave. W.

Duluth, Minnesota 55807

Main Office: 218/336-8830 · Main Office Fax: 218/336-8844

· Athletics Fax: 218/336-8842



Itinerary for Camp Confidence

May 1st-3rd, 2024

Wednesday May 1st, 2024:

9:00 am: Pack the buses, leave Denfeld for Camp Confidence

11:30-12:00 am: Arrive at Camp Confidence

12:00: Unpack, Find cabins, Explore camp

Wednesday Afternoon-Thursday Night:

Explore camp, Participate in different activities, make meals, socialize, HAVE FUN!!!

Friday Morning-

8:00 am-10:00 am Pack up, clean cabins, load buses, drive back to Denfeld

Friday Afternoon-

12:30ish: Arrive back at Denfeld. The kids will eat Gold lunch, then spend the rest of the day together decompressing and getting ready to go home.



DENFELD HIGH SCHOOL
401 N. 44th Ave. W.
Duluth, Minnesota 55807



Please provide the following contact information for your student for our Camp Confidence Trip.

Student Name: _____

Parent/Guardian Name(s): _____

Home Address: _____

Contact #1:

Name: _____

Parent/Guardian Cell Phone: _____

Contact #2:

Name: _____

Parent/ Guardian Cell Phone: _____

Emergency Contact #1:

Name: _____

Phone Number: _____

Emergency Contact #2:

Name: _____

Phone Number: _____



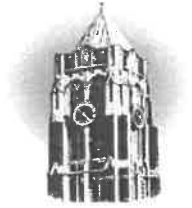
DENFELD HIGH SCHOOL

401 N. 44th Ave. W.
Duluth, Minnesota 55807





DENFELD HIGH SCHOOL
401 N. 44th Ave. W.
Duluth, Minnesota 55807



Dear Families,

The Setting 3 Program has the opportunity to go to Camp Confidence from Wednesday, May 1st through Friday May 3rd, 2024. Camp Confidence is a camp located in the Brainerd area that caters to students with varying levels of physical and cognitive disabilities. The whole camp is designed so that every student has the opportunity to participate in all of the activities. Diana Wokson, Logan Rauch and myself would like to invite you on **March ??, 2024 at 5 p.m.** to an informational night where you can learn more about the camp and ask questions. We hope that having this opportunity will ease any anxieties over whether or not your child should attend. We are hoping that every student can take part in this amazing opportunity. If there are any questions before this event, please reach out to your case manager. Thank you and we look forward to seeing you on **March ??, 2024 at 5 p.m.**

* Note: Once we have approval, we will set a date for this meeting.

Sincerely,

The Setting 3 Teachers
Haley Pykkonen, Diana Wokson, Logan Rauch

Haley Pykkonen
haley.pykkonen@isd709.org
Phone: 218-336-8830 ex. 2081

Diana Wokson
diana.wokson@isd709.org
Phone: 218-336-8830 ex. 2101

Logan Rauch
logan.rauch@isd709.org
Phone: 218-336-8830 ex. 1266



**Duluth Public
Schools**

Every Student. Every Day.

Haley Pykkonen <haley.pykkonen@isd709.org>

Congratulations, Hands on Learning Opportunity Approved

4 messages

Shannon Brown <shannon.brown@isd709.org>

Thu, Jan 11, 2024 at 10:14 AM

To: Haley Pykkonen <haley.pykkonen@isd709.org>

Congratulations, your hands-on learning opportunity was approved by the Assistant Superintendent office in the amount of \$3,000 for the Confidence Learning Center. Please send a copy of your receipts and or field trip paperwork to the Assistant Superintendent office, for tracking purposes and payment fulfillment. Remember to only send copies not originals, the originals go to the proper departments for payments. Again congratulations, I am excited about the opportunities for your students.

Please follow the regular field trip request process, but using this budget code:

01 E 005 211 161 366 013

Thank you,

Shannon

--

Shannon Brown
Executive Assistant
Office of the Assistant Superintendent
Department of Teaching, Learning and Equity
Duluth Public Schools, ISD 709
709 Portia Johnson DR Ste 108
Duluth, MN 55811
Email: shannon.brown@isd709.org
Phone: (218) 336-8739 Fax: (218) 336-8776

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Haley Pykkonen <haley.pykkonen@isd709.org>

Fri, Jan 12, 2024 at 3:00 PM

To: Shannon Brown <shannon.brown@isd709.org>

Shannon,

I was wondering if it would be possible for you to send me a copy of the grant submission I sent for the Hands on Learning Grant? Thank you.

Haley Pykkonen

[Quoted text hidden]

--

Haley Pykkonen, MSE
DCD Special Education Teacher
Denfeld High School

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

Shannon Brown <shannon.brown@isd709.org>
To: Haley Pykkonen <haley.pykkonen@isd709.org>

Fri, Jan 12, 2024 at 3:45 PM

Hi Haley,

Here is the description you put on your form.

The Setting 3 DCD program at Denfeld High School would like to take their students to Confidence Learning Center. This camp provides outdoor/recreation and leisure activities that are dedicated to students with all level of cognitive disabilities. The student would have the opportunity to work on their IEP goals through cooking, cleaning, socializing and engaging in different recreation and leisure activities. The grant would be used to cover lodging and food for the entire trip.

Thanks

Shannon
[Quoted text hidden]

Haley Pykkonen <haley.pykkonen@isd709.org>
To: Shannon Brown <shannon.brown@isd709.org>

Tue, Jan 16, 2024 at 8:52 AM

Thank you!
[Quoted text hidden]

**Duluth Public
Schools**

Every Student. Every Day.

Haley Pykkonen <haley.pykkonen@isd709.org>

Fwd: Congratulations, Hands on Learning Opportunity Approved

1 message

Logan Rauch <logan.rauch@isd709.org>
To: Haley Pykkonen <haley.pykkonen@isd709.org>

Fri, Feb 9, 2024 at 7:42 AM

----- Forwarded message -----

From: **Shannon Brown** <shannon.brown@isd709.org>
Date: Thu, Feb 8, 2024 at 3:36 PM
Subject: Congratulations, Hands on Learning Opportunity Approved
To: Logan Rauch <logan.rauch@isd709.org>

Congratulations, your hands-on learning opportunity was approved by the Assistant Superintendent office in the amount of \$3400.00 to camp.

Please send a copy of your receipts and or field trip paperwork to the Assistant Superintendent office, for tracking purposes and payment fulfillment. Remember to only send copies not originals, the originals go to the proper departments for payments. Again congratulations, I am excited about the opportunities for your students.

Please follow the regular field trip request process, but using this budget code:

01 E 005 211 161 366 013

Thank you,

Shannon

--
Shannon Brown
Executive Assistant
Office of the Assistant Superintendent
Department of Teaching, Learning and Equity
Duluth Public Schools, ISD 709
709 Portia Johnson DR Ste 108
Duluth, MN 55811
Email: shannon.brown@isd709.org
Phone: (218) 336-8739 Fax: (218) 336-8776

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--
Logan Rauch (he / him / his)
Special Education Teacher - DCD / SMI Setting 3
Denfeld High School
218-336-8830 ext. 1266

63

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

INSTRUCTIONAL TRIP ACTION

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

SUPPLEMENTAL TRIP ACTION

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

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

EXTENDED TRIP ACTION

Principal: Recommended _____ Name: Danette Schae
Not Recommended _____ Date: 3/1/24

Assistant Superintendent: Recommended _____ Name: Anthony Burt
Not Recommended _____ Date: 3/1/24

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

65
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: : **HOSA 11th and 12th Grade**
2. Contact Person (Responsible for Checklist Completion): **Kimberly S. Olson**
3. Field Trip Date(s): April 7-9, 2024 Destination: River's Edge Convention Center, St. Cloud Minnesota
4. Field Trip Overview (Include events, establishments and locations): General information regarding the State HOSA Conference is available at www.HOSA.org. Select the conferences tab from the top of the page and then select statel Leadership Conference. The 2023 SLC will have information
5. Field Trip Departure from School (Date and Time): Apr 7, 2024 TBA time Approximately 0500
Field Trip Return to School (Date and Time): April 9th, 2024
6. Objectives of Field Trip: **Students will be competing at State HOSA Future Health Professionals formerly (Health Occupations Students of America) State Conference Leadership.**
7. Relationship to Curriculum or Student Learning: **Health Occupations Students of America is a National Career and Technical Student Organization (CTSO) endorsed by the Department of Education and the Health Occupations Education Division of the Association of Career and Technical Education.**

The mission of HOSA is to enhance delivery of compassionate, quality healthcare by providing opportunities for knowledge, skills, and leadership development of all healthcare occupations education students, therefore helping the students to meet the needs of the healthcare community.
HOSA provides, Leadership, teamwork, Program of Study and Career Pathways Partnerships for CTE, Implementing of health Science Programs, Increase effectiveness in teaching, Legislative training, confident speaking, and writing skills.
8. Planned Follow-up Field Trip Activities: Article for paper.

9. Field Trip Budget Request Awaiting

Estimated Expenses	
Total Admission/Fees ~\$50.00 1 chaperone Student fee \$100.00 approx 14	\$ 1050.00
Total Meals Three meals a day at 3 days \$27.00/day = \$81.00	\$ 81.00
Total Lodging 5 rooms x 2 nights 156.55 a night	\$ 1,565.50
Total Transportation 2 School District Vehicle(s) Commercial Transportation Carrier ~ Name: round trip \$50.00 approx. ☐ Private Vehicle (requires certificate of insurance) ~ Name: _____	\$ 200.00
Total Advisor cost meals 81.00, conference fee \$50.00, Hotel \$313.10, transportation 474.10 this is if we can get by with 2 vans and need another driver	Perkins~ \$474.10
Other: Airfare Approx.	

Total	\$ 3,004.50
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Revenues		
District Budget	Code:	\$
Booster Group		\$
Donations		\$
Student Fees Admission \$100.00 ~14 students		\$ \$1400.00
Meals three covered with admission fee		\$ self pay
Lodging \$1252.40 x 12 students(79.00 each)		\$ 1252.40
Van		\$30.00
Total Additional Stipends: HOSA Activity		\$
Total	"Students will all be self-pay"	\$ 209.00 each

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

See attached email

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

Signature of Contact Person: Kimberly Olson Instructor

FIELD TRIP REQUEST CHECKLIST - Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- x ☐ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians

Note: Attach tentative planned itinerary.

- x Arrange Funding of Expenses During Trip

- x Arrange Meal Plans

- x ☐ Arrange Lodging Plans and Room Assignments

- x ☐ 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: Kimberly Olson Instructor

Report a claim: 800-999-1030 | horacemann.com
Fast Glass claim: 888-321-9391 | safelite.com

Agent: Joseph Klunenberger
218-624-2815
Joseph.Kluenenberger@horacemann.com

Named insured(s):
DANETTE SEBOE
LANCE SEBOE
5891 HIGHWAY 2
HERMANTOWN, MN 55810

**Below are your official
insurance identification cards.**

MINNESOTA INSURANCE IDENTIFICATION CARD		MINNESOTA INSURANCE IDENTIFICATION CARD	
POLICY # 65000282330101	EFFECTIVE DATE 01/01/2024	POLICY # 65000282330101	EFFECTIVE DATE 01/01/2024
NAMED INSURED(S) DANETTE SEBOE LANCE SEBOE	EXPIRATION DATE 07/01/2024	NAMED INSURED(S) DANETTE SEBOE LANCE SEBOE	EXPIRATION DATE 07/01/2024
	VIN 1GNSKCE03CR117687		VIN 1GNSKCE03CR117687
AGENT Joseph Klunenberger 218-624-2815	YEAR MAKE 2012 Chevrolet	AGENT Joseph Klunenberger 218-624-2815	YEAR MAKE 2012 Chevrolet
	MODEL Tahoe Ltz		MODEL Tahoe Ltz
Report a claim: horacemann.com or 800-999-1030 Please keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by Minnesota law. Horace Mann Property and Casualty Insurance Company NAIC # 0300-22756 P.O. BOX 4506 SPRINGFIELD, IL 62708-4506		Report a claim: horacemann.com or 800-999-1030 Please keep this card in your vehicle as proof of insurance. This policy contains the minimum limits prescribed by Minnesota law. Horace Mann Property and Casualty Insurance Company NAIC # 0300-22756 P.O. BOX 4506 SPRINGFIELD, IL 62708-4506	

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VIN 5NMS6DAJXPH607393		VIN 5NMS6DAJXPH607393	
AGENT Joseph Klueenberg 218-624-2815	YEAR MAKE 2023 Hyundai MODEL Santa Fe Xrt Awd	AGENT Joseph Klueenberg 218-624-2815	YEAR MAKE 2023 Hyundai MODEL Santa Fe Xrt Awd
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AGENT Joseph Klueenberg 218-624-2815	YEAR MAKE 2014 Toyota	AGENT Joseph Klueenberg 218-624-2815	YEAR MAKE 2014 Toyota
MODEL Camry L/le/se/xle		MODEL Camry L/le/se/xle	
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Collaborative Data Transfer and Use Agreement ("Agreement")	
Project Title:	Evaluation of Math Corps (K-3)
Agreement Term	Start Date: 9/1/2023
	End Date: 8/1/2024

Terms and Conditions

This Agreement is binding upon the following Parties who have executed the Signature Pages:
ServeMinnesota and Duluth Public Schools ("DPS")

- 1) ServeMinnesota shall not use the Data except as authorized under this Agreement. The Data will be used solely to conduct the Project and solely by ServeMinnesota's research team whose obligations of use are consistent with the terms of this Agreement (collectively, "Authorized Persons").
- 2) Except as authorized under this Agreement or otherwise required by law, ServeMinnesota agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party, except Authorized Persons, without the prior written consent of DPS. ServeMinnesota agrees to establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use of or access to the Data and comply with any other special requirements relating to safeguarding of the Data as may be set forth by DPS.
- 3) The Parties agree to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
- 4) ServeMinnesota shall follow all Special Instructions provided by DPS.
- 5) This Agreement shall be effective upon the Start Date set forth above. Unless terminated earlier in accordance with this section or extended via a modification in accordance with Section 13, this Agreement shall expire as of the End Date set forth above. All provisions which by their nature are intended to survive termination or expiration of this Agreement shall survive.
 - a. Any Party may terminate their involvement in this Agreement with thirty (30) days written notice to the other Parties' Authorized Official(s) as set forth in the Signature Pages.
 - b. Any Party may terminate this Agreement at any time if such Party has reasonably determined that another Party has materially breached its obligations to appropriately use and secure the Data in accordance with this Agreement.
- 6) EXCEPT AS PROVIDED BELOW OR PROHIBITED BY LAW, ANY DATA DELIVERED PURSUANT TO THIS AGREEMENT IS UNDERSTOOD TO BE PROVIDED "AS IS." PROVIDING PARTY MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Notwithstanding, Providing Party, to the best of its knowledge and belief, has the right and authority to provide the Data to Receiving Party for use in the Project.
- 7) ServeMinnesota shall be liable for damages, losses, claims, and demands which may arise from its use, storage, disclosure, or disposal of the Data except to the extent (a) prohibited by law and/or (b) caused by the negligence, willful misconduct, or violation of applicable privacy or security laws and regulations by DPS. No indemnification for any damage, loss, claim, demand, or liability is intended or provided by any Party under this Agreement.

- 8) No Party shall use the other Parties' names, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of the Party whose name is to be used. The Parties agree that each Party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other Parties provided that any such statement shall accurately and appropriately describe the relationship of the Parties and shall not in any manner imply endorsement by the Party whose name is being used.
- 9) Unless otherwise specified, this Agreement and the below listed Attachments embody the entire understanding between the Parties regarding the transfer of the Data for the Project:
 - I. Attachment 1: Project Description and Data Transfer Procedure

In the event of any conflict between the obligations set forth in the applicable Attachment 1 and this Agreement, the obligations set forth in the applicable Attachment 1 shall prevail.
- 10) No modification or waiver of this Agreement shall be valid unless in writing and executed by duly authorized representatives of all Parties.
- 11) In its performance of the Project, each Party shall be an independent entity and not an employee or agent of the other Parties.
- 12) This Agreement constitutes the entire understanding between the Parties concerning the use of and/or access to the Data transferred hereunder and supersedes any prior understanding or written or oral agreement. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

The undersigned Officials expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that the undersigned is duly authorized to sign this Agreement on behalf of this organization.

ServeMinnesota Name: Signature: Date:	Duluth Public Schools Name: Signature: Date:
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Attachment 1
Project Description and Data for the Project

Project Description

Duluth Public Schools (DPS) and ServeMinnesota have entered into a partnership to evaluate an AmeriCorps tutoring program called Math Corps. Both partners desire to evaluate the program's impact on student math outcomes. This partnership is one of many school-based partnerships across the state of Minnesota. The administrative data for the current project will be used to produce an estimate of program effects across schools. The project will adopt a quasi-experimental design that necessitates obtaining FastBridge math scores for students who receive tutoring and those who do not receive tutoring in grades kindergarten through third grade. The Math Corps program will be implemented as usual during the academic year. At the conclusion of the year, DPS will partner with ServeMinnesota to de-identify and share relevant student scores (described below).

Data for the Project

In addition to student grade, race, and gender, the following administrative math data are of interest for this project. This data sharing agreement does not involve the collection of new data.

Grade	Measure(s)	When Collected (F/W/S)
Kindergarten	earlyMath composite score	F, W, S
1 st Grade	earlyMath composite score	F, W, S
	aMath composite score (if applicable)	F, W, S
2 nd Grade	aMath composite score	F, W, S
3 rd Grade	aMath composite score	F, W, S

Data Transfer Procedure:

May 2024: ServeMinnesota will share a link to a password protected (password sent separately) folder containing a list of Math Corps students in the district, along with their Math Corps ID number.

May 2024: DPS will transpose the Math Corps IDs to a data file containing student name, grade, gender, race, and seasonal FastBridge math scores.

May 2024: DPS will provide ServeMinnesota a de-identified dataset consisting of the data elements outlined above, with the exception of student names, which will be removed. Transfer will occur in accordance with DPS requirements.

- *July 2024:* ServeMinnesota will produce and share an evaluation report composed of visual and narrative summaries of key outcomes across and within grades. ServeMinnesota will share this report directly with DPS. Upon request, ServeMinnesota will produce a brief report solely focused on schools in the district. Strong leadership and people management skills, with experience in supervising and mentoring staff members.

811 PLAYGROUND INSTALLATION AND MAINTENANCE

I. PURPOSE

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

II. GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

III. DEFINITIONS

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
1. It may be referred to as playgrounds, play structures, play elements, or play equipment.
 2. It includes the equipment itself, as well as the play surface and surrounding area.
 3. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
 4. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
 5. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

- a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
 - b) Approval of items that do not meet the District definition of “playground(s)” are directed to Building Principals.
- 6. It may be referred to as playgrounds, play structures, play elements, or play equipment.
- 7. It includes the equipment itself, as well as the play surface and surrounding area.
- B. “Installations” refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
- C. “CPSI” is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

IV. SAFETY STANDARDS

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
 - 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
 - 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

V. CURRENTLY INSTALLED PLAYGROUNDS

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager

or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.

- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.
- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
 - 1. Written reports are available upon request to the District Safety Coordinator.
 - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
 - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
 - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
 - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:

1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
2. Records of purchase and installation must be maintained by the Facilities Department
3. Replacement components must be approved by the Facilities Department.
4. Repairs must not create additional hazards during the repair process.

VII. NEW INSTALLATION PROCESS

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
 1. Playground designs, specific equipment, and a site plan.
 - a) For IPEMA certified equipment, include certifications
 2. A quote from a manufacturer of the proposed designs, including the following details:
 - a) Length of time the quote is valid
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 - c) Inclusion of surfacing material
 - d) Anticipated length of life of the playground
 3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
 - a) Include indication if the group is interested in assisting with future maintenance.
 4. A breakdown of where the funds plan to be generated
 5. A timeline of the installation process
 6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.

- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.
- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
 - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
 - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
 - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

Legal References: United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

First Reading: 02.29.2024
Second Reading:

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 - a) Include indication if the group is interested in assisting with future maintenance.
 4. A breakdown of where the funds plan to be generated
 5. A timeline of the installation process
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- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.
- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.

- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
 - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
 - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
 - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

Legal References: United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

~~Cross-References:~~

First Reading:
Second Reading:

811 PLAYGROUND INSTALLATION AND MAINTENANCE

I. PURPOSE

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

II. GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

III. DEFINITIONS

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
1. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
 2. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
 3. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.
 - a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
 - b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.

4. It may be referred to as playgrounds, play structures, play elements, or play equipment.
 5. It includes the equipment itself, as well as the play surface and surrounding area.
- B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
 - C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

IV. SAFETY STANDARDS

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

V. CURRENTLY INSTALLED PLAYGROUNDS

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.
- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.

- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
 - 1. Written reports are available upon request to the District Safety Coordinator.
 - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
 - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
 - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
 - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:
 - 1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
 - 2. Records of purchase and installation must be maintained by the Facilities Department
 - 3. Replacement components must be approved by the District.

4. Repairs must not create additional hazards during the repair process.

VII. NEW INSTALLATION PROCESS

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
 1. Playground designs, specific equipment, and a site plan.
 - a) For IPEMA certified equipment, include certifications
 2. A quote from a manufacturer of the proposed designs, including the following details:
 - a) Length of time the quote is valid
 - b) Indication that installation is included
 - c) Inclusion of surfacing material
 - d) Anticipated length of life of the playground
 3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
 - a) Include indication if the group is interested in assisting with future maintenance.
 4. A breakdown of where the funds plan to be generated
 5. A timeline of the installation process
 6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.
- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.

- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
 - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
 - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
 - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

Legal References: United States Consumer Product Safety Commission, *Public Playground Safety Handbook* American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

Cross References:

First Reading:
Second Reading:

~~3045 — PLAYGROUND SITE AND EQUIPMENT IMPROVEMENT~~

~~The School District shall annually allocate in the capital expenditure fund budget a sum of money to provide matching funds to be used for purposes of site improvement or equipment additions at elementary school playground sites. A request shall be submitted to the administration by the school principal/parent faculty organization/community for such improvement or addition, together with a pledge to provide a stipulated sum of money for one half (½) of the total cost of said improvement/addition. The sum of money so stipulated above may be from any source except School District provided funds, unless this restriction is specifically waived due to an unusual or peculiar circumstance acceptable to the School Board. Upon receipt of said request, the administration shall consider the appropriateness and feasibility of the request and make a recommendation to the School Board for approval/disapproval of the project for funding of a fifty/fifty (50/50) basis with the requesting organization.~~

~~Adopted: — 08-12-1980 ISD 709~~

~~Revised: — 06-20-1995 ISD 709~~

~~5115 ELEMENTARY SCHOOL PLAYGROUNDS~~

~~The School Board recognizes the need for suitable and safe use of playgrounds as an important part of the physical and social development of students.~~

~~1. Use By Students~~

~~All elementary students shall be given proper instruction on the safe and appropriate use of playgrounds including apparatus, games, and play areas. The playground shall be accessible to all students. Reasonable adaptations of environment, supervision, program, and/or equipment shall be made to further the accessibility of playgrounds by students with handicaps.~~

~~2. Supervision~~

~~Adequate playground supervision shall be provided during hours when school is in session.~~

~~3. Maintenance~~

~~Semi-annual maintenance shall be the responsibility of the School District Physical Plant Department and shall include:~~

~~a. An annual major cleaning and replenishment of loose fill materials. b. A semi-annual inspection and repair of all apparatus including nuts, bolts, chains, and all parts that, due to wear or damage, need repair or replacement. c. A semi-annual inspection and repair of all playground areas to ensure level and safe running/play surfaces and the lack of protrusions or bump/fall hazards to include the building, fencing, and playground environment.~~

~~d. Inspections~~

~~The building principal shall direct appropriate competent staff to inspect and maintain the playground and all apparatus daily for:~~

- ~~1. Loose, damaged, or protruding bolts and objects, etc., that may cause cuts/scrapes.~~
- ~~2. Glass or debris on surfaces that may cause cuts or falls.~~
- ~~3. Foreign objects that may be thrown or cause injury if handled.~~
- ~~4. Loose fill materials that have become displaced below playground apparatus, especially at slide discharge sites, below ladders, or under swings.~~
- ~~5. Minor safety problems should be repaired immediately, major maintenance or safety problems that must be reported immediately to the Physical Plant Department.~~

~~Adopted: 01-12-1988 ISD-709~~

~~Revised: 06-20-1995 ISD-709~~

~~7115 — ELEMENTARY SCHOOL PLAYGROUND DESIGN AND EQUIPMENT~~

~~The School District recognizes the needs of elementary schools to have playgrounds that are designed to be physically suitable and safe for the age and use of the students. Use of playgrounds is allowed during the school day and during non-school periods. The use of the playgrounds are intended for both recreation, physical education, and motor skill development. The School District recognizes the fact that no laws presently exist that control or legally determine the exact requirement of playgrounds. The Business Services Committee will approve the material and application specifications of all surfacing and equipment for playgrounds.~~

~~1. Layout and Design~~

~~—a. Separate and physically remote areas shall be provided for:~~

- ~~(1) running, dodging, throwing, and walking activities~~
- ~~(2) climbing, swinging, sliding or in-place play activities~~

~~—b. Playground apparatus shall be located remote of other playground activities and separated by markings, space, or physical barriers when possible.~~

~~—c. Special considerations shall be made regarding the ability to supervise or observe both activities from a single location. Equipment shall be arranged to accommodate the traffic of children using the equipment and those using adjacent apparatus. When possible, single multiple-use apparatus will be used.~~

~~—d. Barriers such as surface separating/containment beams shall not be positioned to represent a bump, fall, or trip hazard.~~

~~2. Apparatus and Equipment~~

~~All playground equipment shall be selected to provide the safest environment possible.~~

~~a. Height~~

~~(1) Apparatus shall not place a student's feet more than six (6) feet above the surface the apparatus is mounted on. This generally limits all equipment to a maximum height from the ground to the top usable platform to six (6) feet. No exceptions will be made to allow for intermediate platforms or multi-level climbers with six (6) foot increments.~~

~~(2) Swings shall not exceed eight (8) feet when measured from the top rail (anchoring the chains) to the surface.~~

~~b. Construction~~

~~(1) Climbing Apparatus~~

~~Rungs of horizontal ladders, climbing bars, handrails, and other components shall be cylindrical and approximately 1 5/8 inches in diameter to allow for secure gripping of all students.~~

~~(2) The use of large wooden structures shall not be allowed.~~

~~Wooden apparatus now in use will be replaced when worn out. Maintenance, size of hand holds, and surface connection points are not as acceptable as metal and vinyl covered apparatus.~~

~~(3) All equipment shall meet U.S. Consumer Products Safety Commission Guidelines.~~

~~(4) Special equipment not allowed:~~

~~(a) Merry-Go-Rounds.~~

~~(b) Fixed/ground mounted animal rockers, single student use apparatus, etc.~~

~~(c) Tricking bars remote of or not part of a multiple-use piece of apparatus.~~

- ~~(d) Equipment with steps, ladders, or stairways having a slope of greater than 35 degrees.~~
- ~~(e) Basketball hoops having metal chain vs. cloth fabric attached.~~
- ~~(f) Swing seats of wood or metal construction that present impact injuries when unoccupied.~~
- ~~(g) Platform apparatus that encourages jumping from heights of more than three (3) feet.~~
- ~~(h) All equipment that would be rendered unusable or become a trip/fall hazard when buried in one (1) foot of snow/ice.~~
- ~~(i) Open S hooks that would release chains or equipment held by them if stressed or twisted.~~
- ~~(j) Any above ground protrusions resulting from anchoring devices/concrete rising due to frost.~~
- ~~(k) Any other equipment not approved by the Business Services Committee.~~

~~3. Surfacing~~

~~a. Running, throwing, ball playing and areas unoccupied by apparatus:~~

- ~~(1) Asphalt shall be appropriate for running and painted surface games areas.~~
- ~~(2) Grass shall be allowed for ball fields, soccer, running, and contact game areas.~~
- ~~(3) Surfacing other than under or around apparatus shall be considered generally appropriate if safety conditions or existing school conditions do not present unusual falling/tripping potential or special hazards (i.e., rocks protruding from ground, fence posts, building hazards, etc., that cannot be eliminated).~~

~~b. Under climbing apparatus and swings~~

~~(1) Unacceptable surfaces:~~

- ~~(a) Asphalt~~
- ~~(b) Concrete~~
- ~~(c) Dirt~~
- ~~(d) Grass~~
- ~~(e) Gravel~~
- ~~(f) Any material not meeting U.S. Consumer Products Safety Commission guidelines for adequate fall protection.~~

~~(2) Preferred surfaces:~~

- ~~(a) Rubber like/resilient surfacing that by manufacturing specifications provides adequate U.S. Consumer Products Safety Commission fall protection from ten (10) feet.~~
- ~~(b) Pea gravel/pea rock to a minimum depth of eight (8) inches.~~
- ~~(c) Sand to a minimum depth of ten (10) inches.~~
- ~~(d) Loose fill materials that meet U.S. Consumer Products Safety Commission guidelines to provide fall protection from ten (10) feet.~~

~~c. Containment Structures for Under Apparatus Surfacing~~

~~Loose fill materials when used shall be installed with drainage and containment structures that do not present fall/trip or bump hazards. When possible, solid barriers shall be erected or space provided to prevent spillage of materials into adjacent play areas of a different surface.~~

~~Reference: United States Consumer Products Safety Commission,~~

~~Volume I: General Guidelines for New and Existing Playgrounds, 1981~~

~~Adopted: 11-10-1987 ISD 709~~

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

- A. Instruction must be provided in at least the following subject areas:
 - 1. basic communication skills including reading and writing, literature, and fine arts;
 - 2. mathematics and science;
 - 3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
 - 4. health and physical education;
 - 5. The arts;
 - 6. Career and technical education; and
 - 7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
 4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
 - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
 - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
 - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
 - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading: 02.29.2024
Second Reading:

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 604
Orig. 1995
Rev. 2023

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]

5. The arts;
6. Career and technical education; and
7. World languages.

[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following **five art areas**: dance, **media arts**, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

- education and employment choices;
4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
 - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
 - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
 - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
 - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 604
Orig. 1995
Rev. 2023

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]

5. The arts;
6. Career and technical education; and
7. World languages.

[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following four art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

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- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]

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- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
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 - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
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 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
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 - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
 - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
 - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
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Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
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Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

~~6041 PARENT OR GUARDIAN REQUEST FOR ALTERNATIVE INSTRUCTIONAL RESOURCES~~

~~Duluth Public Schools respects the rights of parents or guardians to request alternative instructional resources for their child or ward. It is important to remember that materials may be challenged at any time, any place, for any reason by anyone. It is impossible, therefore, to foresee what title (s) will not meet with the approval of any given individual. For that reason, Duluth Public Schools has Policy 6041 Parent or Guardian Request for Alternative Instructional Resources.~~

~~Parents or guardians may request an alternative instructional resource if they feel the instructional material assigned by the teacher is not appropriate for their child or ward. The process for requesting an alternative instructional resource includes the following:-~~

- ~~1. The parent/guardian requests meeting with the teacher to discuss concerns about a specific instructional resources for their child/ward. Part of the conversation will include the overall content of the resource, the intent of the resource or author, age/maturity level of the readers, or possibly the age of the characters and their relationship, and how the teacher deals with the topic in the classroom.~~
- ~~2. If the parent/guardian continues to have a concern about the specific instructional resource after this discussion, the teacher will arrange for an alternative instructional resource that addresses the concerns of the parent/guardian and meets the academic standards/outcomes and level of rigor required in the course curriculum. More than one solution will be considered in cooperation with the parent/guardian and the teacher to resolve sensitive issues.~~
- ~~3. The teacher informs the principal about the meeting and alternative instructional resource.~~
- ~~4. The principal/teacher arranges a follow up meeting (s) with the parent/guardian during a time that the alternative resource is being used to ensure communication. The meeting may include the teacher, department head, principal, and/or district representative.~~
- ~~5. If a viable solution is not reached at the building level, an appeal may be made to the Director of Curriculum. The Director will convene a committee in an attempt to develop a solution acceptable to the parents/guardian and educators.~~
- ~~6. If this committee's recommendation is not acceptable to the parents/guardians and educators, an appeal may be made to the Superintendent.~~
- ~~7. If the Superintendent's recommendation is not acceptable to parents/guardians and educators an appeal may be made to the Board of Education.~~

~~Adopted: 12-20-2005- ISD-709~~

~~6125—CURRICULUM GUIDES~~

~~Curriculum guides and monographs shall be prepared in harmony with the legal requirements of the state and the purposes of the program of instruction adopted by the School Board.~~

~~The Superintendent or designee shall have general coordinating authority and direction over the formation of all courses of study, curriculum guides, and monographs.~~

~~The Director of Curriculum, Curriculum Specialists, Principals and teachers shall assist with the development and revision of the curriculum guides and monographs.~~

~~Curriculum development is based on the assumption that such study is most productive when conducted as a cooperative enterprise in which teachers and administrators participate.~~

~~A charge will be made for materials distributed outside the School District commensurate with the cost of printing and distribution.~~

~~Adopted: — 06-09-1970 ISD 709~~

~~Revised: — 06-20-1995~~

~~— 10-19-2004 ISD 709~~

~~6130 HEALTH EDUCATION~~

~~The health education curriculum shall be consistent with the goals of education and shall include knowledge and skills for promotion of good health. It will be designed to strengthen the individual's self-awareness. It will provide students with information to enable them to make healthy decisions as they participate in their family and community.~~

~~Included in instruction will be health literacy. Health literacy is the capacity of an individual to obtain, interpret, and understand basic health information and services and the competence to use such information and services in ways, which are health enhancing. Educational experiences to produce health literate students with the ability to be critical thinkers and problem solvers, responsible and productive citizens, self-directed learners, and effective communicators will be the emphasis of the Health Education curriculum.~~

~~All faculty members will be informed of relevant facts pertaining to all facets of health education. Inservice programs will be established to help faculty be alert and informed of current information in relation to this area of study.~~

~~The School District recognizes that the first responsibility for the total health education of the child belongs to the parents. Yet, our society must be ready to accept its share of the responsibility. Steps shall be taken to ensure that the special knowledges, skills, interests, and responsibilities of the School District and related community agencies are recognized and utilized in the school's program of health education.~~

~~A Health Curriculum will include instruction in the six priority health risk behaviors identified by the Centers of Disease Control: Tobacco Use, unhealthy dietary behaviors, inadequate physical activity, alcohol and other drug use, sexual behaviors that may result in HIV infection, other sexually transmitted diseases, and unintended pregnancies, behaviors that may result in violence and unintentional injuries.~~

References: MS 122A.66

~~Adopted: 12-12-72 ISD 709~~

~~Revised: 06-20-95~~

~~10-19-04 ISD 709~~

725 BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)

I. PURPOSE

The District's administration is authorized to enter into a joint purchasing agreement with the State of Minnesota to allow the District to purchase goods and services listed on the State's contract index at the prices and terms available to the State. The District is not required to obtain bids and quotations for purchases made from the State's contract index. Furthermore, administration is authorized to purchase goods and/or services from other governmental or school district cooperative or joint purchasing ventures, established through a competitive bidding process.

1. Contracts

A "contract" means an agreement entered into by the School District for the purchase or sale of supplies or services, materials, and equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

All contracts that are entered into by the district, shall be in strict accordance with Minn. statute §471.345 and §123B.52 for Bids/Quotes/RFP requirements. All document retention relating to Bids/Quotes/RFPs shall also be in accordance with statutory obligations.

The School Board may authorize, by resolution, the Superintendent, or his/her designee to lease, purchase, and contract for goods and services within the budgets as approved by the School Board subject to statutory requirements and Board policy limitations.

All open-market orders or contracts shall be awarded to the lowest responsible, qualified bidder, consideration being given to the qualities of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the educational system, the delivery terms, and the past performance of vendors.

The School District reserves the right to be the sole judge as to whether or not the bid meets the specification.

The Superintendent or Director of Business Services are authorized up to the limits established by board resolution to enter into revenue or expenditures contracts for the lease, purchase, and contract for goods and services.

2. Professional Services

Professional services rendered by attorneys, accountants, architects, consultants, and other specialized services shall be in accordance with state statutes and laws.

Legal References: Minn. Stat. §471.345 (Uniform Municipal Contracting Law)
Minn. Stat. §123B.52 (Contracts)

Cross References: 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709
Revised: 06-21-1994
06-20-1995

02-17-1998
02-23-2010 ISD 709

I. PURPOSE

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Cross References: 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709
Revised: 06-21-1994
06-20-1995

02-17-1998
02-23-2010 ISD 709

3075 725 BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)

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Legal References: ~~MSA-123.37-123B.52~~ Minn. Stat. §471.345 (Uniform Municipal Contracting Law)
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Adopted: 09-21-1993 ISD 709
Revised: 06-21-1994
06-20-1995
02-17-1998
02-23-2010 ISD 709

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Monday, March 4, 2024

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) Presentations

a. Annual Compliance of Concurrence and Non-Concurrence Overview of District Actions 2

b. Advancing Equity - American Indian Education and Achievements 25

c. Supporting Every Student - Modern Classroom 40

d. Improving Systems - Safety and Security Overview 50

C. Other

4. ADJOURN

5. Improving Systems - Safety and Security Overview

COW Agenda Cover Sheet

Meeting Date: March 4, 2024

Topic: Annual Compliance of Concurrence and Non-Concurrence Overview

Presenter(s): Anthony Bonds, Assistant Superintendent and Jen Garbow, Coordinator for the Office of American Indian Education

Attachment (yes or no): Yes

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

District leadership will provide a brief overview of Annual Compliance of Concurrent and Non-Concurrence, mid-year update of actions steps for the 2022-2023 non-concurrence, and review the recommendations from the 2023-2024 vote of non-concurrence.

Annual Compliance Overview

[Minnesota Statutes 2023, section 124D.78](#) requires Minnesota districts, charters, and tribal schools with 10 or more American Indian students to have an American Indian Parent Advisory Committee (AIPAC). Specifically, the statute cites that school boards and American Indian schools must provide for the maximum involvement of parents and children enrolled in education programs, programs for elementary and secondary grades, special education programs, and support services.

To be compliant with this statutory requirement, districts, charters, and tribal schools are required to submit annual compliance documents to the Office of American Indian Education (OAIE) by March 1 of each year. Also known as the vote of concurrence or nonconcurrence, annual compliance is a valuable opportunity for American Indian Parent Advisory Committee members to meet and discuss whether or not they concur with the educational offerings that have been extended by the district to American Indian students.

The Vote and Resolution

If the AIPAC finds that the district and/or school board have been meeting the needs of American Indian students, they issue a vote and resolution of concurrence. If they find that the district and/or school board have not been meeting the needs of American Indian students, they issue a vote and resolution of nonconcurrence. This vote is formally reflected on the annual compliance documents. Members of the AIPAC must present the vote and resolution to the school board.

If the vote is one of nonconcurrence, the AIPAC must provide written recommendations for improvement to the school board at the time of the presentation. The school board then has 60 days in which to respond in writing to the AIPAC recommendations. A copy of this written response must be provided to the OAIE.

Completing and Submitting the Documents

The following items are required when submitting annual compliance:

- ✓ The annual compliance/vote of concurrence or nonconcurrence document.
- ✓ The AIPAC resolution document.
- ✓ The AIPAC roster and district employee sign-in sheet (available to download on the OAIE webpage).
- ✓ The American Indian Education Aid Program Plan Review.

All items are fillable PDF forms. When completing, remember to:

- Include the district or school name and identifying number.
- Place a check mark or X next to the applicable vote.
- Include all dates as indicated.
- Add all signatures as required. **Digital signatures are accepted.*
- Use the drop-down menu in the roster to select the appropriate committee member options.

The District or School Does Not Have an AIPAC:

Districts or schools that do not have an AIPAC are still required to complete this paperwork.

- Place a check mark or X next to “Does Not Have an AIPAC”.
- Obtain the signature of the superintendent or charter/tribal school director and the school board chair. The resolution page is not required.

Submission Deadline:

Email all required items **by March 1** to: MDE.AIEA@state.mn.us

Annual Compliance/Vote of Concurrence or Nonconcurrence

District, Charter, or Tribal School Name: _____

The American Indian Parent Advisory Committee Vote

_____ *The AIPAC Issued a Vote of Concurrence*

Date of Concurrent Vote: _____

Date the AIPAC presented to the school board: _____

_____ *The AIPAC Issued a Vote of Nonconcurrence*

A **vote of nonconcurrence** requires the AIPAC to provide specific written recommendations for improvement to the school board. The school board is required to respond in writing to each recommendation within 60 days of the recommendations being put forth. The school board must provide this written response to both the AIPAC and to the Office of Indian Education.

Date of Nonconcurrent vote: _____

Date the AIPAC presented to the school board: _____

Date the written response from the school board is due: _____

_____ *The District/School Does Not Have an AIPAC*

The district has not yet formed an AIPAC, but recognizes the need to do so in order to remain compliant with Minnesota Statutes, section 124D.78. By signing below, the district/school leadership commits to working with the Office of American Indian Education on committee formation.

Required signatures

**Digital signatures are accepted*

School Board Chairperson

Date

Superintendent or Charter/Tribal School Director

Date

AIPAC Chairperson

Date

The American Indian Parent Advisory Committee Resolution

WHEREAS, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

WHEREAS, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

WHEREAS, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

WHEREAS, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

THEREFORE BE IT RESOLVED, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

_____ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

_____ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.

AIPAC Chairperson Printed Name and Signature

Date

American Indian Education Aid Program Plan Review

This document serves as the foundation for how your district is fulfilling the measurable goals of the program plan, reviewed and approved by the Office of American Indian Education at the Minnesota Department of Education. This document is necessary to submit with your compliance documentation and eligibility for American Indian Education Aid next year.

[Minnesota Statutes 2022, section 124D.81, subdivision 3.](#) **Additional requirements.**

Each district receiving aid under this section must each year conduct a count of American Indian children in the schools of the district; test for achievement; identify the extent of other educational needs of the children to be enrolled in the American Indian education program; and classify the American Indian children by grade, level of educational attainment, age and achievement. Participating schools must maintain records concerning the needs and achievements of American Indian children served.

Directions

This document should be shared with the American Indian Parent Advisory Committee (AIPAC) and district staff that work primarily with American Indian students. Both the AIPAC and district staff will meaningfully and authentically collaborate to complete this document which will be uploaded with your compliance documentation due to the Office of American Indian Education on March 1, 2024. Ultimately, this document is a portion of the Compliance documentation submitted to the Office of American Indian Education as required by [Minnesota Statutes 2022, 124D.78, subdivision 2.](#)

Using the approved American Indian Education Aid application that was submitted Fall 2023, communicate how the district has progressed towards all the goals outlined within each narrative that was provided for areas 1-6. Data should be shared with the AIPAC in order for the AIPAC to concur with the district plan. Additionally, the [Self-Assessment Rubric](#) for districts is another useful tool for AIPACs to understand programming and to vote on concurrence.

Measurable Goals

These program details must align to [Minnesota Statutes 124D.81, subdivision 2.](#)

- Focus Area 1:** Support postsecondary preparation for pupils
- Focus Area 2:** Support the academic achievement of American Indian students
- Focus Area 3:** Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils
- Focus Area 4:** Provide positive reinforcement of the self-image of American Indian pupils
- Focus Area 5:** Develop intercultural awareness among pupils, parents, and staff
- Focus area 6:** Supplement (not supplant) state and federal educational and co-curricular programs

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Support postsecondary preparation for pupils			
Support the academic achievement of American Indian students			

Focus Area	Measurable Goal	Progress towards Goal	Is Progress sufficient for concurrence?
Make curriculum relevant to the needs, interests, and cultural heritage of American Indian pupils			
Provide positive reinforcement of the self-image of American Indian pupils			
Develop intercultural awareness among pupils, parents, and staff			
Supplement (not supplant) state and federal educational and co-curricular programs			

Approval

AIPAC Chairperson

Date

Director of Indian Education

Date

Contact us

For more information, please visit our website at <https://education.mn.gov/MDE/dse/indian/parent/>

Please submit this documentation to: MDE.AIEA@state.mn.us

The American Indian Parent Advisory Committee (AIPAC) Roster

About Membership

Per [Minnesota Statutes, section 124D.78, subdivision 3](#), *The American Indian Parent Advisory Committee must be composed of parents or guardians of American Indian children eligible to be enrolled in American Indian education programs; American Indian secondary students; American Indian family members of students eligible to be enrolled in American Indian education programs; American Indian language and culture education teachers and paraprofessionals; American Indian teachers; American Indian district employees; American Indian counselors; adult American Indian people enrolled in educational programs; and American Indian community members. The majority of each committee must be the parents or guardians of the American Indian children enrolled or eligible to be enrolled in the programs.*

About the Roster and Sign-in Sheet

The AIPAC roster is for committee members only. This form is electronic and fillable. You **must** include the committee member's name, email, and phone in the first column. Subsequent columns contain a drop-down menu option. Select the best option for each particular committee member.

The sign-in sheet for district, charter, or Tribal contract school employees is also fillable. School personnel often participate in committee meetings and serve as a bridge between the committee and the district, charter, or Tribal contract school, helping to navigate school processes while furthering the goals and initiatives of the committee members. Employee participation levels vary depending on the district, charter school, or Tribal contract school. If an employee identifies as American Indian, they are eligible to serve as a voting committee member and may be included on the roster, rather than the district, charter school, or Tribal contract school sign-in sheet.

Submission

Fall: For districts, charter schools, or Tribal contract schools participating in the American Indian Education Aid program: MDE.AIEA@state.mn.us

March 1: As part of the AIPAC and district, charter school, or Tribal contract school Annual Compliance process: MDE.AIEA@state.mn.us

American Indian Parent Advisory Committee Member Roster

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
10		133	

Committee Member Name, Email, and Phone	American Indian	Committee Member Role	Primary Area of Representation
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...
	Select one...	Select one...	Select one...

District, Charter, or Tribal Contract School Employee Sign-in Sheet

Employee Name, Email, and Phone	Employee Title

2022/23 RESOLUTION OF CONCURRENCE AND NON-CONCURRENCE

AIMS	GOALS	REASONS FOR NONCONCURRENCE	PROGRESS	RECOMMENDATIONS
KINDERGARTEN READINESS	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.) Lack of culturally relevant curriculum district wide.	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who Identify as American Indians working within Oshki-Inwewin. AI students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, AI students scored 90%.	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Headstart programs beyond Oshki-Inwewin.
READ WELL BY GRADE THREE	Increase the number of American Indian students to reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 23.1 % American Indian students are proficient in reading by 3rd grade.	Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. ELA content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers. (Note: Some of those books were purchased by the AIE program)	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.
CLOSING THE ACHIEVEMENT GAP	Increase American Indian Student Achievement	American Indian students continue to score low on Math assesments. 2021-22 data shows that 12.9% American Indian students are proficient in Math.	AIE program coordinator will continue working with Elementary and Secondary Content Specialist and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

	Increase American Indian Student Achievement	American Indian students continue to score low on Reading assessments. 2021-22 data shows that 27.5 % American Indian students are proficient in Reading.	ELA specialist worked with the Coordinator of AIE and OEE to identify culturally appropriate books for teachers to utilize. Antibias training was done district-wide. DPS is working on providing classrooms with diverse classroom libraries. The Coordinator of AI Education has been a part of the process to choose books for Misaabekong classrooms.	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.
	Make sure all teachers are aware of, knowledgeable, and teach the American Indian State Standards	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian State Standards	American Indian-focused State Standards have been shared with Content Specialists. The Coordinator of AI Education has been working with Dale U on getting resources. Focusing on 2 content areas each year. We are continuing with Math and ELA and adding Science.	Continue the work of American Indian-focused State Standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource. - Science Content Specialist is working with Memegwesiikweto create lessons to address American Indian-focused state standards. -Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature. -The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.

GRADUATION	Raise Graduation rates for American Indian students	All students reach 85% graduation rate by 2020	American Indian students graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year)	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or culturally needs of American Indian Students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL AI students.
OTHER ITEMS	Increase staff and student knowledge of American Indians original to the area.	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a histororaphy and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other Hlgh Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.	Provide an American Indian Curriculum Specialist or Instructional Coach.

**Duluth Public Schools
Tribal Consultation - March 2024**

Kindergarten Readiness

2022-2023 Resolution of Concurrence and Non-Concurrence

Goal	Increase the number of American Indian students/families in Early Childhood programs to be prepared and ready for Kindergarten. Increase knowledge of cultural differences/similarities of staff to have a safe beginning place for American Indian Students within DPS.
Reason for Non-Concurrence	Lack of American Indian teachers/staff in the Early childhood level to provide ongoing culturally relevant support to families and students. {Approximately 2 known teachers of color.} Lack of culturally relevant curriculum district wide.
Progress from Previous Year	Oshki-Inwewin was implemented in the Fall of 2021-22 School year. We currently have 18 American Indian students participating in this program. We have 2 staff who identify as American Indians working within Oshki-Inwewin. American Indian students were top performers on our End of Year Assessments of 4 year olds. Students scored 100% in 4 out of 5 domains, including language and literacy. The fourth domain, approaches to learning, American Indian students scored 90%.
Recommendations	Continue to train all staff on culturally inclusive strategies to ensure Early Childhood programs are providing Ojibwe language and culturally relevant programming. Look at hiring practices and recruitment with Headstart and Human Resources. Integrate culture and language throughout Head Start programs beyond Oshki-Inwewin.

2023-2024 Action Plan for Addressing Non-Concurrence

Response from School Board	We are expanding seasonal Ojibwe language and cultural practices to all preschool classrooms. We are providing opportunities for culturally relevant family engagement. We have made the Oshki-Inwewin teaching position a TOSA position, so we are able to identify the best fit among applicants. The Preschool equity team has merged with the Education Equity Advisory Committee to de-silo preschool equity conversations and initiatives in our community
Action Steps	Implement seasonal Ojibwe language and activities in all preschool classrooms, including 2 nutrition experiences. Provide culturally relevant family engagement activities at Oshki-Inwewin. Continue to build connections with families and community organizations to enrich cultural experiences at Oshki-Inwewin, and explore ways to expand such activities across all classrooms. Provide staff with PD to support culturally relevant programming. Early Childhood Family Education: Added an additional Parent Educator to ECFE certified staff to enhance outreach efforts to bring parenting education to families we aren't currently engaging with. These outreach efforts include identifying needs of AI families with young children, to enhance current parenting and early childhood programming in Early Childhood Family Education (ECFE) to promote engagement/enrollment/belonging, and to create partnership with other departments or community agencies who work with families of AI children.
Mid-Year Progress Update	Preschool has implemented the incorporation of some Ojibwe language across the program, under the guidance of Michelle Goose, Oshki-Inwewin parent. We have created nutrition lessons for wild rice and maple sugar, purchased from Spirit Lake Native Farms, along with literature written and produced by the Fond du Lac Head Start. Early Childhood Family Education staff have been attending Family Dinner events at AICHO with resources and activities for children. Other outreach efforts in process, staff hired has been out on medical but stays in contact with individuals/agencies and attends some virtual meetings to address needs or to inform program planning for 24/25 and work on acquiring classroom books, activities, toys and other materials that reflect families in the community.

**Duluth Public Schools
Tribal Consultation - March 2024**

Reading Well By Third Grade

2022-2023 Resolution of Concurrence and Non-Concurrence

Goal	Increase the number of American Indian students reading at grade level by third grade. Increase culturally appropriate resources/references in the curriculum so our students see themselves in school/curriculum.
Reason for Non-Concurrence	American Indian students still continue to score low on reading assessments. 2021-22 data shows that 25% American Indian students are proficient in reading by 3rd grade.
Progress from Previous Year	The Curriculum Department purchased books for the Misaabekong Ojibwe Immersion program. The English Language Arts content specialist selected indigenous-focused books that were tied to Wonders curriculum and distributed them to K-5 teachers (Note: Some of those books were purchased by the American Indian Education program).
Recommendations	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.

2023-2024 Action Plan for Addressing Non-Concurrence

Response from School Board	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. We have an Achievement & Integration strategy to provide culturally relevant intervention and curricular materials to students at Myers Wilkins. At our Immersion school through the Achievement & Integration plan, we have cultural immersion paraprofessionals working within those classrooms to support the academic needs of our immersion program students.
Action Steps	241 classroom libraries focused on culturally diverse texts including American Indian were distributed in the Spring of 2023. K-5 general education classrooms and 6-12 English Language Arts classrooms. The books were diverse and all grade levels received multiple books with American Indian representation. The curriculum department worked with Misaabekong teachers to select appropriate books. We are expanding to SpEd resource rooms and setting 3 classrooms 2023/24, which include American Indian representation texts.
Mid-Year Progress Update	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development. The lead interventionist is collaborating with teachers and paraprofessionals in the Misaabekong immersion program to design and implement data-based literacy interventions in the language of instruction that meet the needs of immersion students.

**Duluth Public Schools
Tribal Consultation - March 2024**

Achievement Gap	
2022-2023 Resolution of Concurrence and Non-Concurrence	
Goal	Increase American Indian student achievement.
Reason for Non-Concurrence	American Indian students continue to score low on math assessments. 2021-22 data shows that 17.5% American Indian students are proficient in math.
Progress from Previous Year	American Indian Education program coordinator will continue working with Elementary and Secondary Content Specialists and the staff development coordinator planning on-going opportunities for Math teachers and interventionists focused on Best Practices for American Indian students. 2022-23 data shows that 18.4% American Indian students are proficient in Math, which is a +.9%
Recommendations	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists and teachers/staff on culturally specific curriculum resources and provide those resources to teachers/students.
2023-2024 Action Plan for Addressing Non-Concurrence	
Response from School Board	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Curriculum, Instruction, and Assessment team has been actively pursuing a grant to further American Indian students exposure to STEM opportunities.
Action Steps	Plan to provide training on culturally responsive resources embedded in written curriculum and shared with teachers/students. Achievement & Integration strategy provides culturally relevant intervention and curricular materials to Myers-Wilkins students. The immersion program has cultural immersion paraprofessionals working within classrooms supporting academic needs of immersion students. The American Indian Standards are now embedded in each Academic Standards area. Science is specifically working with American Indian Education to create lessons for those standards. Content Committees are tasked to review the American Indian standards as part of the committee process.
Mid-Year Progress Update	Grant with the National Science Foundation was approved in the fall of 2024. A Computer Science coordinator was assigned and is working collaboratively with the Computer Science for All program to support STEM opportunities and camps for American Indian students. The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development.

**Duluth Public Schools
Tribal Consultation - March 2024**

Achievement Gap	
2022-2023 Resolution of Concurrence and Non-Concurrence	
Goal	Increase American Indian student achievement.
Reason for Non-Concurrence	American Indian students continue to score low on reading assessments. 2021-22 data shows that 27.53% American Indian students are proficient in reading.
Progress from Previous Year	The English Language Arts specialist worked with the Coordinator of American Indian Education and Office of Education Equity to identify culturally appropriate books for teachers to utilize. Anti-bias training was done district-wide. Duluth Public Schools is working on providing classrooms with diverse classroom libraries. The Coordinator of American Indian Education has been a part of the process to choose books for Misaabekong classrooms. 2022-23 data shows 33.6% American Indian students are proficient in Reading, which is a +6.3%.
Recommendations	Address cultural inadequacies in the intervention model and or develop a tiered system of support that reflects the cultural needs of American Indian students. Train content specialists on culturally specific curriculum resources and provide those resources to teachers/students.
2023-2024 Action Plan for Addressing Non-Concurrence	
Response from School Board	Curriculum Coordinator met with Content Specialists to review MN Academic Standards relating to Minnesota American Indian Tribes. Our next step is to work with the Office of Education Equity and Office of American Indian Education to provide training on culturally responsive resources that can be embedded into written curriculum and shared with teachers/students. The Office of Education Equity, through an Achievement & Integration strategy, provides culturally relevant intervention and curricular material to students at Myers-Wilkins to ensure students, teachers and classrooms have access to culturally relevant learning materials.
Action Steps	Plan to provide training on culturally responsive resources embedded in written curriculum and shared with teachers/students. Achievement & Integration strategy provides culturally relevant intervention and curricular materials to Myers-Wilkins students. The immersion program has cultural immersion paraprofessionals working within classrooms supporting academic needs of immersion students. Check and Connection qualifying thresholds have been reviewed and updated to better address the achievement gap of our AI and Special Education students, allowing us to support more American Indian students through Check and Connect.
Mid-Year Progress Update	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development.

**Duluth Public Schools
Tribal Consultation - March 2024**

Achievement Gap	
2022-2023 Resolution of Concurrence and Non-Concurrence	
Goal	Make sure all teachers are aware of, knowledgeable, and teach the American Indian state standards.
Reason for Non-Concurrence	Non-inclusive or inappropriate curriculum on American Indians. Not all teachers are teaching (and/or may not be aware of) American Indian state standards.
Progress from Previous Year	American Indian-focused state standards have been shared with Content Specialists. The Coordinator of American Indian Education has been working with Curriculum Coordinator on getting resources. Focusing on 2 content areas each year. We are continuing with Math and English Language Arts and adding Science.
Recommendations	Continue the work of American Indian-focused state standards implementation that began in 2018. Bring awareness to teachers through content area meetings on the American Indian-focused state standards and tie resources and training to teachers. Work with the AIHSL in this process, they are a great resource. Science Content Specialist is working with Memegwesiiikwe to create lessons to address American Indian-focused state standards. Funding has been secured to provide classroom libraries to teachers that include culturally-responsive texts that will include American Indian literature. The Curriculum Review and Adoption process has been revised to include more purposeful review and adoption of curriculum that is more representative and inclusive of American Indian students.
2023-2024 Action Plan for Addressing Non-Concurrence	
Response from School Board	Continue in the 23-24 school year to embed training and resources around the American Indian-focused state standards into district-wide Professional Learning Communities and content committee meetings. The Science Content Specialist will continue to work with Memegwesiiikwe to ensure that science standards related to American Indian tribes are addressed in curriculum docs with lessons created for teachers. When content committees review curriculum and instructional materials, they will use checklists and rubrics provided in the procedural guide to make sure the curriculum is representative and inclusive of American Indian students.
Action Steps	State legislation was enacted for the 2023-24 school year. Districts were expected to provide instruction for a minimum of one hour on October 9, 2023 for Indigenous People's Day. Planning meetings were scheduled with content specialists and curriculum/student achievement coordinators. Content specialists helped plan and support teachers with content for lessons. Each content area used their American Indian focused state standards as a foundation for the content planned. The day concluded with a Round Dance for the community.
Mid-Year Progress Update	The Curriculum Coordinator has started professional learning with Content Specialists around culturally responsive education that can be utilized during curriculum development. During the planning for Indigenous Peoples' Day, the Content Specialists took part in learning around considerations for teaching and learning about Indigenous people and culture. Content Specialists used the considerations in planning lessons for the day.

**Duluth Public Schools
Tribal Consultation - March 2024**

Graduation

2022-2023 Resolution of Concurrence and Non-Concurrence

Goal	Raise graduation rates for American Indian students.
Reason for Non-Concurrence	All students reach 85% graduation rate by 2020.
Progress from Previous Year	American Indian students' graduation rates for 201-22 are 45.16% (4 year) and 65.7 % (7 year). Tiered Fidelity Inventory (TFI) scores district wide using the Culturally Responsive Field Guide scored 48% in school year 22-23, with a goal of 55% in school year 23-24.
Recommendations	Identify and begin implementation of specific culturally responsive strategies and instruction focusing on meeting the unique educational or cultural needs of American Indian students. Focus on the culture of the school, if they feel safe and welcome at school they will attend and be more engaged. Provide Check & Connect to ALL American Indian students.

2023-2024 Action Plan for Addressing Non-Concurrence

Response from School Board	The district has committed to implementing PBIS district-wide and as a part of that, will be clearly articulating/clarifying the district's supports within each of the tiers. This will include taking an inventory of interventions being delivered, staff delivering them, criteria used for identification, ways progress will be monitored, etc. In addition, the district provided Check & Connect training to existing staff who work with American Indian students. Staff development will continue to identify and implement professional development focused on specific culturally responsive strategies for teachers and additional school staff through district wide professional development days.
Action Steps	PBIS training for school PBIS teams are scheduled for the year and have already begun (9/27; 9/27). PBIS & MDE are partnering with us on this work. The culturally responsive field guide will continue to also be a part of this work and will be revisited. Training on the culturally responsive field guide was provided last spring to admin and school SEB MTSS Coordinators to share with their PBIS teams. (for more information please see our SEB MTSS action card). All traditional sites will continue to conduct the Tiered Fidelity Inventory and School Climate Survey twice annually. In addition each school hired an SEB MTSS Coordinator last year and those coordinators are receiving bi-monthly team training and coaching by the district to support them with moving these efforts forward within their PBIS teams. This year the district requested that all schools reach out to their American Indian Home School Liaisons and Integration Specialists to consider adding them to their PBIS teams. Mental health therapy services continue to be provided through Fond Du Lac to Native American Students enrolled in FDL at schools at the following locations: Denfeld, Lincoln Park Middle School, Myers-Wilkins, and Laura MacArthur. American Indian Home School Liaisons and Integration Specialists will be trained in Check and Connect prior to the start of the school year.
Mid-Year Progress Update	American Indian Ed. Professional Development (created by Cutting Edge Teams) being provided this spring to a group of more than 30 staff with opportunities for the future to be offered widely. We have trained the majority of administrators, Integration Specialists, Am. Indian Home School Liaisons, and other Behaviorists in Restorative Practices (almost 200 as of this date). Check and Connect training was expanded to include our American Indian Home School Liaisons and Integration Specialists.

**Duluth Public Schools
Tribal Consultation - March 2024**

Other Items

2022-2023 Resolution of Concurrence and Non-Concurrence

Goal	Increase staff and student knowledge of American Indians original to the area.
Reason for Non-Concurrence	Lack of cultural awareness and history of local tribes such as Ojibwe and Dakota. Also lack of understanding of why there is an American Indian Education Department.
Progress from Previous Year	Science Standards: 3rd grade is implementing new science standards specifically to AI students. Misaabekong developing a modern classroom. Blair Powless has been working on a histororaphy and American Indian lessons that have been implemented into East High School last school year. He will continue to work with the other Hlgh Schools to implement the lessons. DPS has increased his contract hours and pays for the additional hours.
Recommendations	Provide an American Indian Curriculum Specialist or Instructional Coach.

2023-2024 Action Plan for Addressing Non-Concurrence

Response from School Board	The Curriculum, Instruction and Assessment team is intentionally working on building relationships with the American Indian Education Department to include diverse perspectives and support for teachers in including MN Standards related to American Indian Tribes.
Action Steps	Indigenous People's day planning meetings were scheduled with content specialists and curriculum/student achievement coordinators. Content specialists helped plan and support teachers with lesson content for the day. To help achieve this goal 14 classroom teachers attended the session Understand Native Minnesota Educator Academy. Throughout this professional development, our teachers were able to be immersed in Ojibwe history, language, and culture. This professional development offered our teachers the opportunity to bring knowledge to their students about the Ojibwe culture, language and history.
Mid-Year Progress Update	During the planning for Indigenous Peoples' Day, the Content Specialists took part in learning around considerations for teaching and learning about Indigenous people and culture.

American Indian Parent Advisory Committee

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811

29th February 2024

ISD 709 SCHOOL BOARD

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811

This letter of support is intended to accompany the vote and resolution of non-concurrence that will be presented to the ISD 709 School Board on February 29, 2024.

Graduation rate is arguably the most objective and comprehensive metric to evaluate if the educational needs of students are being met. The most recent 4-year graduation rate for American Indian students as reported by Duluth Public Schools is 43.58*. This graduate rate follows the flat graduation rate trend recorded by MDE in the Minnesota Report Card. Utilizing data-based decision making and a rudimentary risk assessment, **it is not likely** that an American Indian student entering 9th grade in the Duluth Public School District will graduate on time. Therefore, this AIPAC cannot concur that the educational needs of our American Indian students are being met.

This AIPAC is sensitive to the fact that there has been a significant change in leadership within the Duluth Public School District American Indian Education Department and we are motivated to support the district in meeting the unique educational and cultural needs of its American Indian students. We have convened, as a committee, to discuss the vote, the resolution statement, and formulate recommendations for improvement. Many of these recommendations may be currently in process but have been included as they are not easily identifiable.

-
1. We recommend providing the opportunity for AIPAC committee members to tour all sites where we currently have American Indian Liaisons. We recommend inviting school board members to attend the tour alongside the advisory board. We recommend inviting other interested parties, i.e. the Duluth Indigenous Commission, to attend the tour.
 2. We recommend identifying transportation supports or a transportation alternative for American Indian students.
 3. We recommend PD for all staff w/ respect to American Indian history/culture/contributions.
 4. We recommend the HR Department create an action plan for recruitment/retention specific to American Indian teachers, administration and staff.
 5. We recommend trialing a pilot school w/i a school program to foster internal support and community for American Indian students.
 6. We recommend ensuring a manageable case-load ratio for American Indian Liaisons based on the most accurate count of American Indian students being served by the district.
 7. We recommend identifying a support person whose role it would be to collect and disseminate information re: opportunities for scholarships/career training and other opportunities for American Indian students who are both enrolled & descendants
 8. We recommend reserving dedicated space for the American Indian Education Program in Duluth Public Schools.
 9. We recommend dedicating district resources to directly support American Indian students' attendance and academics and utilizing American Indian Education funds to supplement the district plan goals.
 10. We recommend district funding to create two American Indian Curriculum, Academic and Integration Specialists to provide educational and cultural support.
 11. We recommend providing the AIPAC with regular updates, at least biannual updates, on growth and movement of goals that target American Indian students.
 12. We recommend that the district collaborate with its AIPAC to share and review data pertaining to American Indian students.

*Source document - 2023 World's Best Workforce

COW Agenda Cover Sheet

Meeting Date: March 4, 2024

Topic: Department of American Indian Education

Presenter(s): Jennifer Garbow: Coordinator of American Indian Education (presentation)

Amber Greensky: Chair of American Indian Education Parent Advisory
Committee (Q & A and conversation)

Attachment (yes or no): PowerPoint

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

The Department of American Indian Education is in a time of transition and change. A new coordinator started in January and the American Indian Parent Advisory Committee (AIPAC) has reestablished itself. The department is in the process of strengthening existing goals, identifying and addressing barriers, and exploring new opportunities both within the district and with community partners.

COMMITTEE OF THE WHOLE

AMERICAN INDIAN EDUCATION DEPARTMENT

MARCH 5, 2024

JENNIFER GARBOW. COORDINATOR

MISSION STATEMENT

Duluth American Indian Education Program's mission is to promote youth leadership, provide academic support and encourage career development for American Indian students based on American Indian values, culture and language.



JESSICA ROBARGE, AMERICAN INDIAN HOME SCHOOL LIAISON: LINCOLN PARK MS

What I like best about my job is watching our youth grow & navigate into young adulthood & being a positive role model for them.



JAMIE DE LA CRUZ, AMERICAN INDIAN HOME SCHOOL LIAISON: LOWELL & MYERS-WILKINS ELEMENTARY

The best part of my job is teaching students and staff about American Indian / Indigenous culture, history, and language.



SUSANNA MILLER, AMERICAN INDIAN HOME SCHOOL LIAISON: LAURA MACARTHUR & STOWE ELEMENTARY

*The best thing I like about my job is helping
the students with their academics.*



JP RENNQUIST, AMERICAN INDIAN HOME SCHOOL LIAISON: DENFELD HS

- *What I like about working for American Indian Education Department is getting to know all of our wonderful young people with all of their energy & life & possibility. I get the privilege of observing them & guiding them through these important times in their lives. And I am always deeply moved & overjoyed to be a part of the process of presenting them with their graduation Odemin sashes & watching them walk across the stage of the Denfeld Auditorium to receive their diplomas as graduating seniors.*



ANTHONY BUGG: AMERICAN INDIAN HOME SCHOOL LIAISON ORDEAN EAST MS & EAST HS

The best part about my job is seeing my students smile & be happy when they see me. Knowing I am making an impact on their lives for the better & providing a safe haven for students to feel comfortable. Strongly encouraging my students that
...YOU MATTER!



KANIKISA CORBIN: AMERICAN INDIAN HOME SCHOOL LIAISON PIEDMONT ELEMENTARY

*The kids. They teach me something new everyday,
& they make the hard parts of this job worth
showing up for. Also, the work we do with students
& their families. I genuinely enjoy working and
advocating for students & their families.*



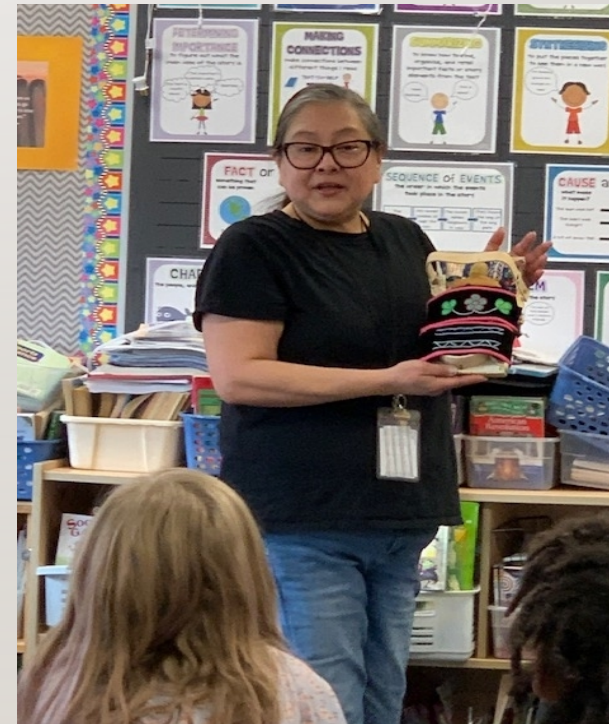
MELANIE BLACK: OFFICE SUPPORT SPECIALIST SENIOR

- *What I love most about my new job here.*
What I love most is my coworkers. They have made me feel so welcome and included. Every day I am happy to be here with my coworkers and the work we do for students.



CURRENT AIMS:

- Kindergarten Readiness
- Read Well by Grade 3
- Closing the Achievement Gap
- Graduation
- Other items as identified



EXPLORING NEW OPPORTUNITIES:

- Credit recovery through service learning
- School within a School Denfeld
- Summer enrichment camps
- New partnerships
- Family & community engagement
- Growing the department



AMERICAN INDIAN EDUCATION PARENT ADVISORY COMMITTEE (AIPAC)

Due March 1st

- Vote Resolution of Concurrence/ Non-Concurrence
- Annual compliance documentation
- Resolution document
- AIPAC roster
- AIPAC meeting minutes

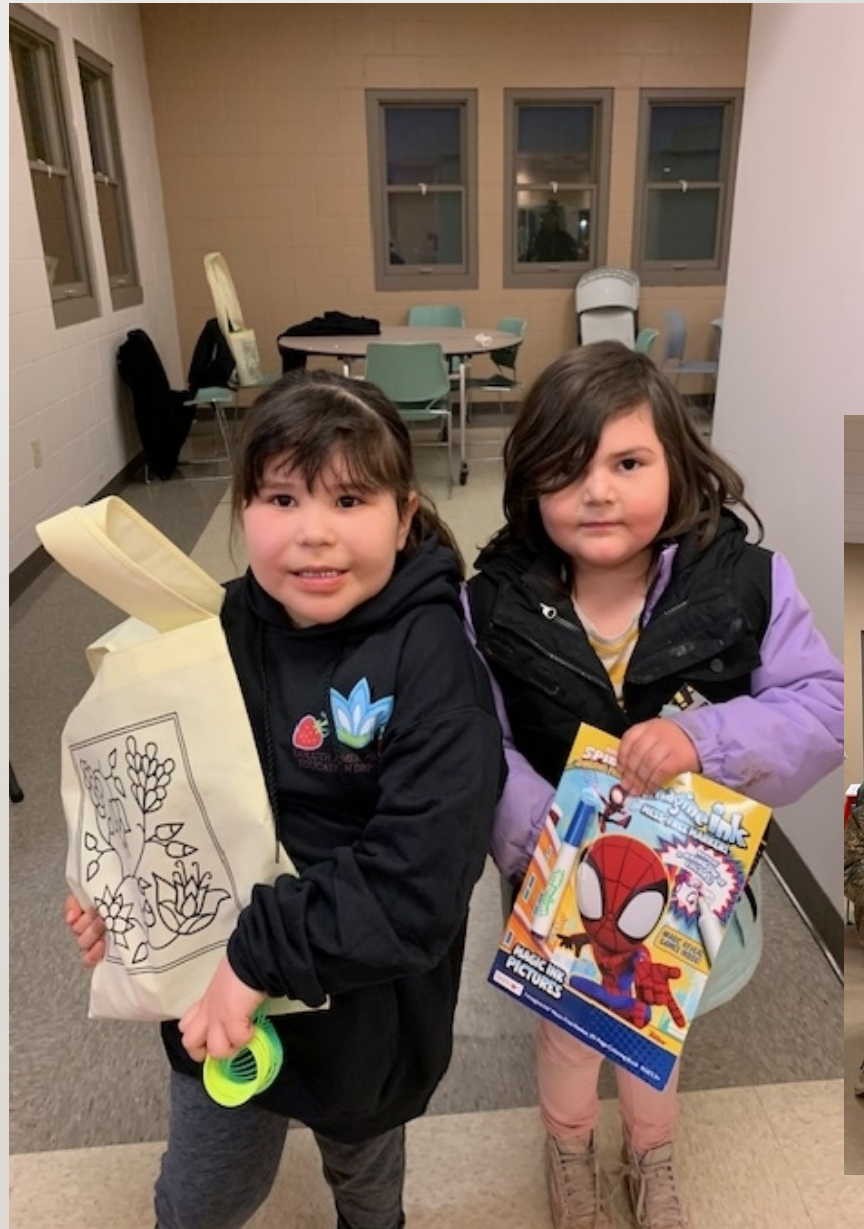


CONNECTING DEPARTMENT AIMS WITH FAMILY & COMMUNITY ENGAGEMENT

I LOVE TO READ MONTH!!

AIPAC Event

Harrison Community Club



MIIGWECH!!

Conversation with Amber Greensky, AIPAC Chair

Resolution of Concurrence/ Non-Concurrence



COW Agenda Cover Sheet

Meeting Date: March 4, 2024

Topic: Modern Classroom Project

Presenter(s): Sally Weidt - Student Achievement Coordinator
London Goode- Classroom Teacher

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

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

Duluth Schools is wrapping up the second year of training teachers on the Modern Classroom Project instructional model. This is a self paced, blended learning, mastery based instructional model. Ms. Goode will be sharing her experience having been trained and implementing this in her 5th grade classroom.

Modern Classroom Project

Sally Weidt

Student Achievement Coordinator



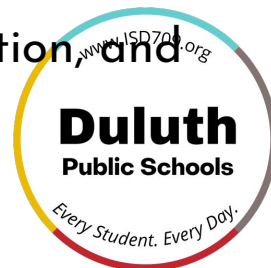
What is Modern Classroom?

The Modern Classrooms Project is a nonprofit organization that leads a movement of educators in implementing a self-paced, mastery-based instructional model that leverages technology to foster human connection, authentic learning, and social-emotional growth.

Blended - teachers and students can use a variety of methods including but not limited to all digital and hard-copy forms of material for instruction

Self-Paced - students are able to work through material individually, in small groups, and sometimes large groups at a pace that suits their ability - teachers structure and chunk units of instruction

Mastery-Based - a standards based approach to learning, remediation, and enrichment



Duluth Training and Impact

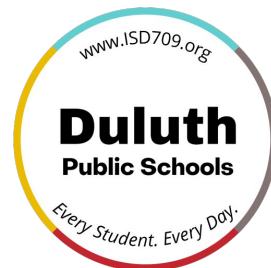
We began our partnership with MCP in the Summer of 2022. After the first year MCP was invested with us and supported the process for a Bush Foundation grant to cover half of our 2023 trainings. We have had additional offers of matched funding for 2024. This model allows teachers to meet the needs of students and student to have ownership and autonomy in their education.

196

Duluth Educators
from all sites have
participated in the
mentorship program

2

Distinguished
Modern Classroom
Educators
(7 in progress!)



Feedback from Duluth Educators

"I think that it would be a **great program for our entire district** to invest in training for." - Susan Kratsch, Denfeld HS

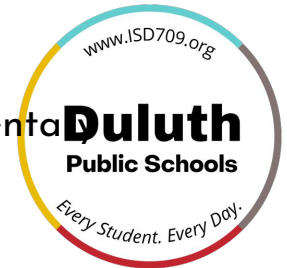
"Want to know a way to **reach more students more effectively**? Have I got a PD opportunity for you!" - John Hotaling, Denfeld HS

"Take this course! I truly believe MCP will make teaching sustainable! I'm a 30 year veteran teacher who wasn't sure I could stay in the field of teaching until retirement. MCP has given me hope that I can. There will be more up front work, but once I have my lessons, videos, practice pages, and mastery checks completed, I will have more time and energy to help my students every day and know that they are truly engaged in learning!" - Suzanne Marquardt, Ordean East MS

"Do it. It makes you think, and **it makes you grow.**" - Karen Tokarczyk, Stowe Elementary

⁴⁴
"It will transform my teaching!" - Megan Bennett, Lowell Elementary

¹⁶⁷



Feedback from Duluth Students

Student feedback about what they “like” about work in a classroom that is self paced, mastery based, and blended instruction.”

“I like that I can work at my own speed.”

“I like that my teacher can help me when I need help.”

“I like to rewatch the videos when I am stuck.”

“I like that we can work with our friends and solve problems together.”

“I know when I have mastered my lesson, I like that I can go into my pacing guide and what to do next.”



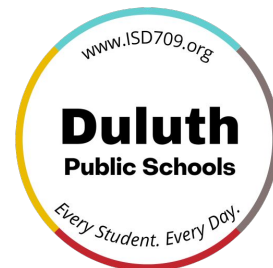
Hear from a MCP Distinguished Teacher!

London Goode is a 5th grade teacher at Lowell.



The MCP team noted that "Ms. Goode had "an incredible classroom" and has embraced every component of the MCP model. We observed small group instruction along with authentic, organic collaboration. Students were completely self-directed and independent in collecting materials and moving through the learning progression. Ms. Goode's instructional videos were also exceptional, with multiple means of engagement."

See Ms. Goode's virtual
[classroom](#) with her student
169 lesson tracker.



Student Impact on Achievement

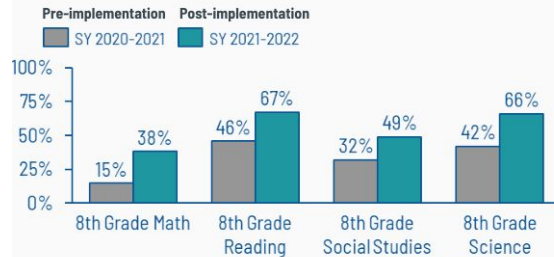
Students who have been in a MCP based project in the 23/24 school year will have their end of year 7th grade ELA results compared to the previous year scores (6th grade) at the end of 23/24. This will be comparing both the same group of students as well as the previous year 7th graders in the same sections.

Impact on Student Academic Outcomes



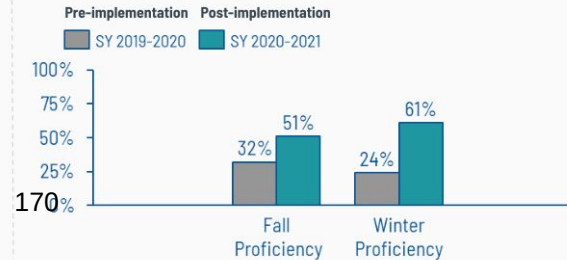
Gains in 8th grade academic proficiency on the state STAAR assessment after fully implementing our approach for one year

Student Achievement Growth in STAAR % of students meeting STAAR proficiency



Gains in K-8 academic proficiency on the Inspect Math Benchmark Assessment after implementing our approach for one year

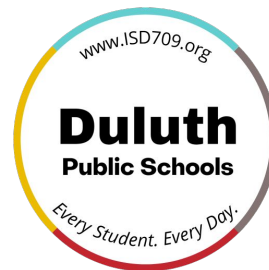
Student Achievement Growth in Math Benchmark Assessment % of students meeting proficiency



Questions?

48

171



Further Information

- **MCP Free Online Course:**
<http://learn.modernclassrooms.org>
- **Modern Classrooms Edutopia Videos:**
[Secondary + Elementary](#)
[Using Blended Learning to Teach Cursive](#)
- **Research and Impact:**
www.modernclassrooms.org/impact
- **Examples of Modern Classrooms:**
[Exemplar Units](#)
[Meet Modern Classrooms Educators](#)
- **Facebook Group:**
www.facebook.com/groups/modernclassrooms
- ⁴⁹ **The Modern Classrooms Podcast:**
<https://modernclassroomspodcast.fireside.fm/>

[MCP Spring 2023 Impact Slides
for Duluth](#)

Duluth MCP Contact:
Sally Weidt
sally.weidt@isd709.org
x2291



COW Agenda Cover Sheet

Meeting Date: March 4, 2024

Topic: Safety and Security Update

Presenter(s): Taylor Dickinson, CSP
Virginia and Brainerd Regional Manager with the Institute for Environmental Assessment, Inc.

Attachment (yes or no): PowerPoint

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

IEA representatives were requested to complete an assessment of current District security practices, including a review of the buildings, as well as the District's written Emergency Operations plan. Taylor will provide an update as to what the findings were and how improvements can and will be made to existing systems relating to emergency response.



Safety & Security Assessment Review



Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager



IEA, Inc.

Institute for Environmental
Assessment

Based out of Brooklyn Park

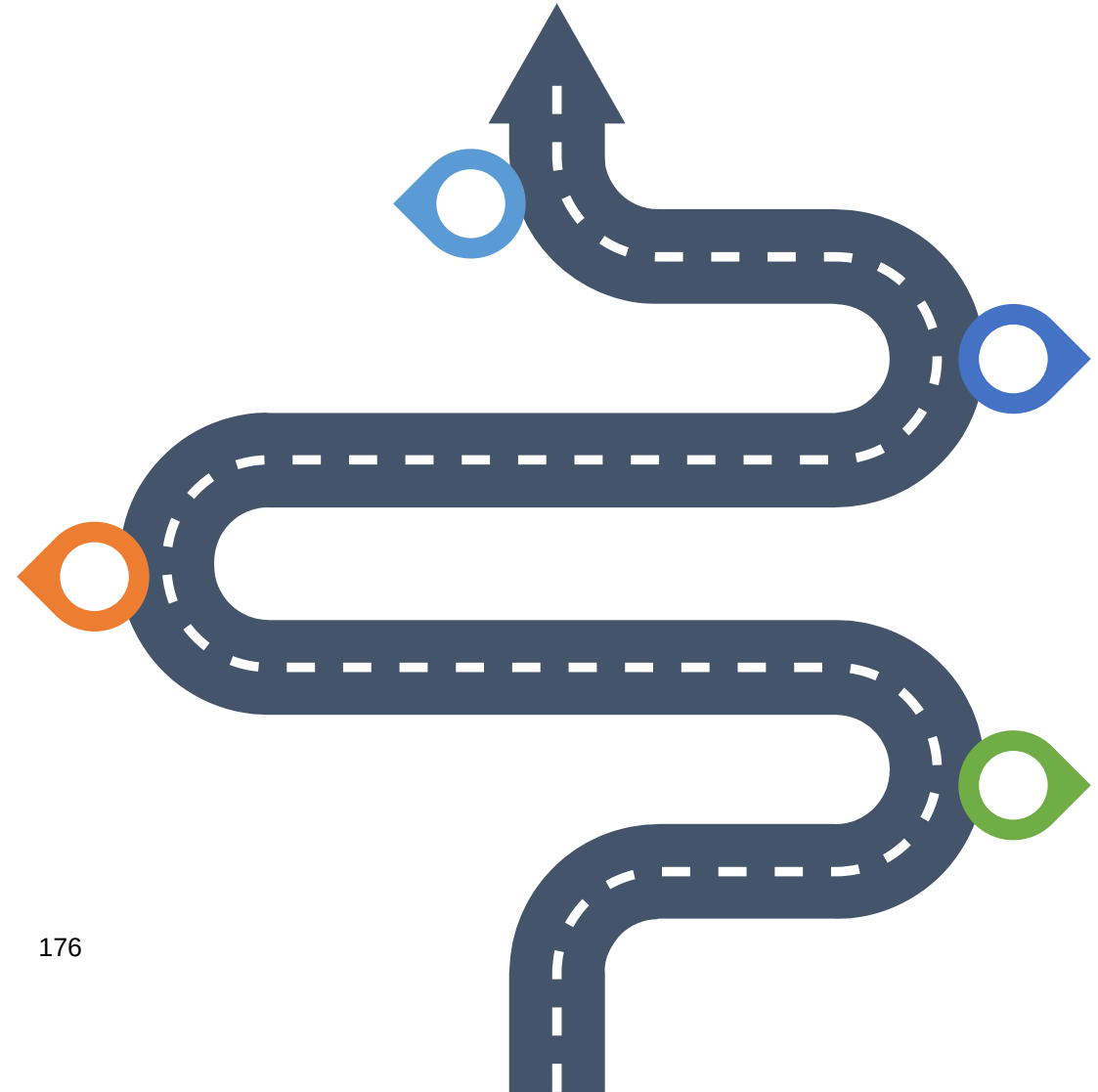
Satellite offices in Virginia, Brainerd,
Marshall, Mankato, and Rochester

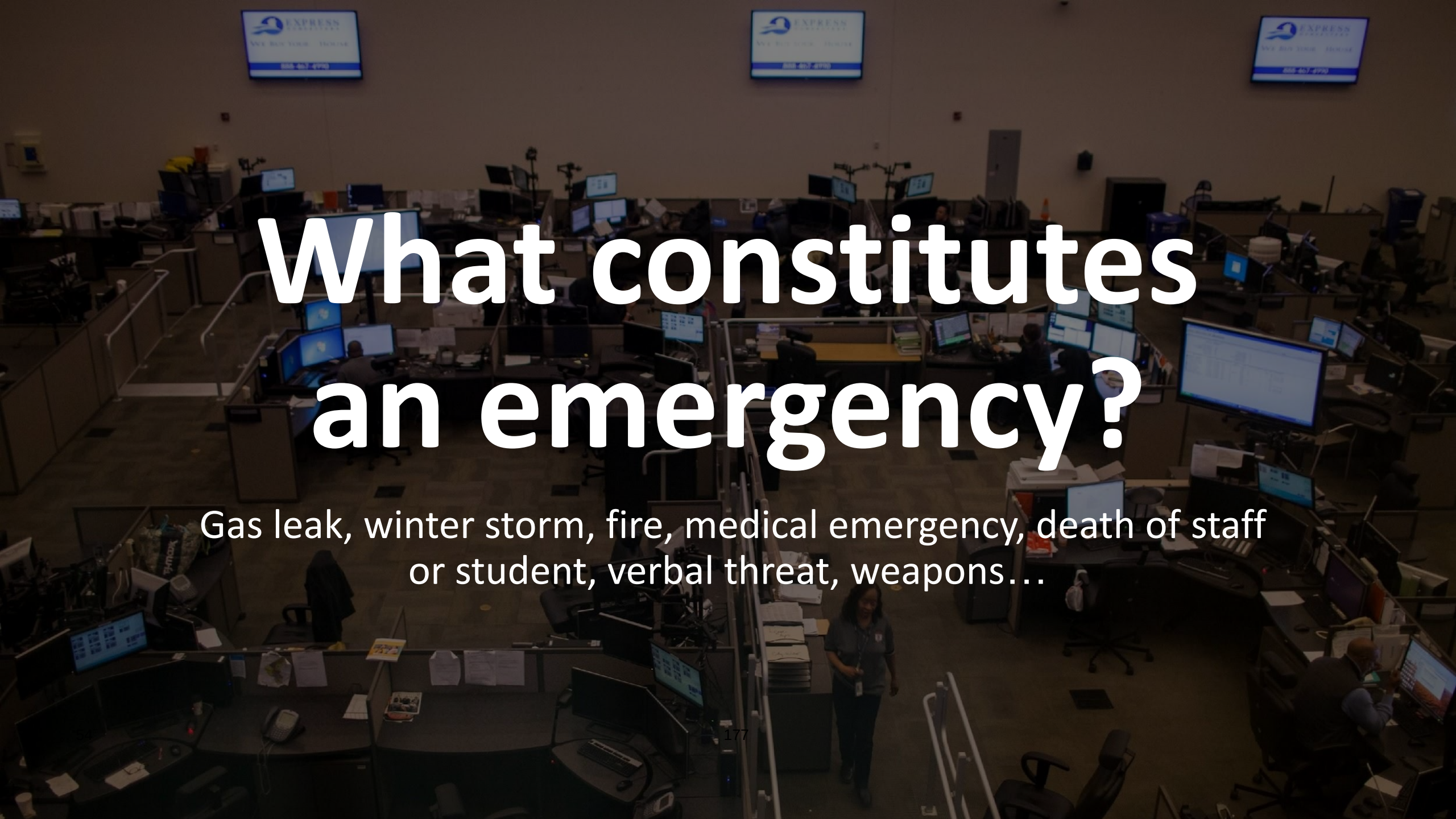
Providing Environmental, Health and
Safety (EH&S) services to public and
private organizations



Goal

- Evaluate current systems
- Develop a plan to improve systems to unify the District
- Create an updated plan
- Implement and train on the plan
- Develop a maintenance plan





What constitutes an emergency?

Gas leak, winter storm, fire, medical emergency, death of staff or student, verbal threat, weapons...

Process

Physical
Assessments

Review Districtwide
Plan

Determine Action
Plan

Implement

01

02

03

04

Update

Assessment & Review of Current Plan

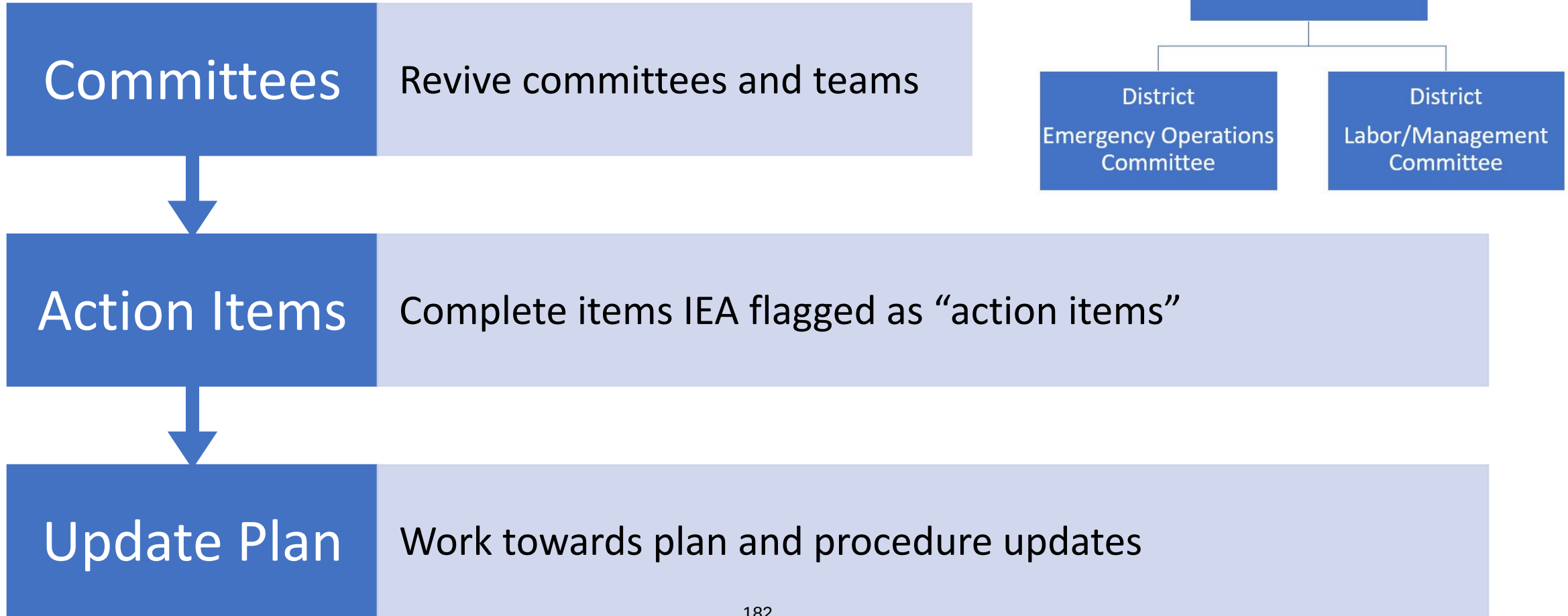
- Door management, including propping of doors and schedules of exterior doors
- Labeling and signage
- Visitor management
- Training for staff on procedures, processes, threat assessments, etc.
- Ensuring everyone is aware of available resources
- Establishing continuity between all district buildings



Review of the Assessment

- Internal discussion was held to determine next steps
- Determined that the plan and procedures need updating

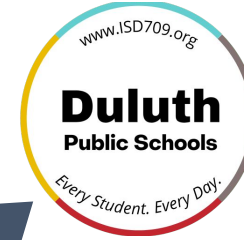
Steps for Updating



Timeline



Questions?



Taylor Dickinson
(218) 410-9521
Taylor.Dickinson@ieasafety.com

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Monday, March 4, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING - None	
3. POLICIES FOR SECOND READING	
A. 811 Playground Installation and Maintenance (Deletion of 3045, 5115 & 7115)	2
B. 604 Instructional Curriculum (Deletion of 6041, 6125 & 6130)	21
4. POLICIES FOR REVIEW	
A. 3075 Requests for Proposals	38
5. REGULATIONS - Informational	
A. 604R Instructional Curriculum	39
B. 3075R Requests for Proposals	41
6. OTHER	

811 PLAYGROUND INSTALLATION AND MAINTENANCE

I. PURPOSE

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

II. GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

III. DEFINITIONS

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
1. It may be referred to as playgrounds, play structures, play elements, or play equipment.
 2. It includes the equipment itself, as well as the play surface and surrounding area.
 3. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
 4. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
 5. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.

- a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
 - b) Approval of items that do not meet the District definition of “playground(s)” are directed to Building Principals.
- 6. It may be referred to as playgrounds, play structures, play elements, or play equipment.
- 7. It includes the equipment itself, as well as the play surface and surrounding area.
- B. “Installations” refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
- C. “CPSI” is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

IV. SAFETY STANDARDS

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
 - 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
 - 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

V. CURRENTLY INSTALLED PLAYGROUNDS

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager

or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.

- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.
- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
 - 1. Written reports are available upon request to the District Safety Coordinator.
 - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
 - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
 - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
 - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:

1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
2. Records of purchase and installation must be maintained by the Facilities Department
3. Replacement components must be approved by the Facilities Department.
4. Repairs must not create additional hazards during the repair process.

VII. NEW INSTALLATION PROCESS

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
 1. Playground designs, specific equipment, and a site plan.
 - a) For IPEMA certified equipment, include certifications
 2. A quote from a manufacturer of the proposed designs, including the following details:
 - a) Length of time the quote is valid
 - b) Indication that installation is included
 - c) Inclusion of surfacing material
 - d) Anticipated length of life of the playground
 3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
 - a) Include indication if the group is interested in assisting with future maintenance.
 4. A breakdown of where the funds plan to be generated
 5. A timeline of the installation process
 6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.

- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.
- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
 - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
 - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
 - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

Legal References: United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
 American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

First Reading: 02.29.2024
 Second Reading:

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III. DEFINITIONS

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- ~~1.~~**3.** It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
 - ~~2.~~**4.** Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
 - ~~3.~~**5.** The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.
 - a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
 - b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.

~~4.~~1. It may be referred to as playgrounds, play structures, play elements, or play equipment.

~~5.~~2. It includes the equipment itself, as well as the play surface and surrounding area.

B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.

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B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.

C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).

D. All play structures on District operated property must be designated and properly designed for commercial use.

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D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.

- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
 - 1. Written reports are available upon request to the District Safety Coordinator.
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- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
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 - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:
 - 1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
 - 2. Records of purchase and installation must be maintained by the Facilities Department

3. Replacement components must be approved by the ~~District~~ Facilities Department.
4. Repairs must not create additional hazards during the repair process.

VII. NEW INSTALLATION PROCESS

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
 1. Playground designs, specific equipment, and a site plan.
 - a) For IPEMA certified equipment, include certifications
 2. A quote from a manufacturer of the proposed designs, including the following details:
 - a) Length of time the quote is valid
 - b) Indication that installation is included
 - c) Inclusion of surfacing material
 - d) Anticipated length of life of the playground
 3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
 - a) Include indication if the group is interested in assisting with future maintenance.
 4. A breakdown of where the funds plan to be generated
 5. A timeline of the installation process
 6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.
- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.

- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
 - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
 - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
 - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

Legal References: United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

~~Cross-References:~~

First Reading:
Second Reading:

811 PLAYGROUND INSTALLATION AND MAINTENANCE

I. PURPOSE

The purpose of this policy is to establish criteria and procedures for the installation and maintenance of playgrounds on District operated property. This includes when community groups fundraise or apply for grants for playgrounds to be located on District owned property, for playgrounds that are installed by the District, and for playgrounds that are currently in place.

II. GENERAL STATEMENT OF POLICY

Duluth Public Schools recognizes the intrinsic value of playgrounds as essential components of the educational environment through fostering physical outdoor activities and social development. In alignment with encouraging play with students, the District is also committed to maintaining playgrounds to industry standards to protect the well-being of our students and community.

This policy is to establish the installation and maintenance procedures for playgrounds on District operated property.

III. DEFINITIONS

- A. "Playground(s)" refers to equipment/structures that are created, purchased, and/or placed for use in children's physical play, regardless of the material (plastic, wood, logs, etc.).
1. It includes, but is not limited to: climbers, slides, swings, sliding poles, large composite play structures, play houses, sand boxes, kitchens, sand diggers, and open areas for children to run and play.
 2. Nature walking trails are not considered playgrounds, unless there are man-made elements or naturally occurring elements that have been installed to act as play structures (stepping stones, balance beams, etc.) on/in the trail area. Should these elements mimic playground equipment and be installed on the nature trails, the elements are then evaluated using the criteria outlined in this policy.
 3. The policy and definition of "playground(s)" does not include amusement park equipment, sports or fitness equipment intended for children over the age of 12, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures, water play equipment, nature garden spaces, loose items such as sand toys, sports equipment such as balls, or outdoor classroom spaces.
 - a) Should play items be introduced onto the playground, the items must be maintained outside of the use zone.
 - b) Approval of items that do not meet the District definition of "playground(s)" are directed to Building Principals.

4. It may be referred to as playgrounds, play structures, play elements, or play equipment.
 5. It includes the equipment itself, as well as the play surface and surrounding area.
- B. "Installations" refer to the replacement of old equipment with new, and/or the addition of new equipment entirely.
 - C. "CPSI" is a Certified Playground Safety Inspector, a certification program facilitated by the National Recreation and Parks Association.

IV. SAFETY STANDARDS

- A. Duluth Public Schools requires all playgrounds regardless of installation dates to follow the following safety standards:
 1. United States Consumer Product Safety Commission, *Public Playground Safety Handbook*
 2. American Society for Testing and Materials (ASTM) F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.
- B. These standards include rules on surfacing materials, locations of playgrounds, equipment specific safety parameters, fall heights, and more.
- C. Play structures not complying with the above standards must have a certification from the International Play Equipment Manufacturers Association (IPEMA).
- D. All play structures on District operated property must be designated and properly designed for commercial use.

V. CURRENTLY INSTALLED PLAYGROUNDS

- A. Currently installed playgrounds are required to comply with this policy. No playgrounds are considered to be exempt due to the installation date.
- B. Initial inspections will be performed by a CPSI at each playground within 60 days of approval of the Playground Installation and Maintenance Policy unless a different timeline is approved by the Facility Manager or Assistant Facility Manager.
- C. Repairs and modifications are required to be made within 90 days from the date of notification of the written report unless a different timeline is approved by Facility Manager or Assistant Facility Manager. Should the CPSI identify any hazards that are deemed to be more immediate, a shorter timeline for repairs will be assigned.
- D. If repairs are not made within the 90 day allotment due to equipment delays, an order confirmation must be produced with an estimated arrival time.

- E. Once repairs are reported to have been completed, the CPSI will complete another inspection to verify repairs.
- F. If playgrounds are not compliant within 90 days of the initial inspection, the Facilities Department will remove the equipment or block from use unless a different decision or timeline is approved in writing by the Facility Manager or Assistant Facility Manager.

VI. ONGOING MAINTENANCE, REPAIRS, AND INSPECTIONS

- A. Once the initial playground inspections are completed and playgrounds on District operated property are determined to be compliant, a regular inspection process is necessary to support safety.
- B. A CPSI will inspect each playground on a biannual basis, producing a written report within 45 days of inspection.
 - 1. Written reports are available upon request to the District Safety Coordinator.
 - 2. Inspections will take place in the months of April or May and again in October or November, unless another timeframe has been approved by the Facility Manager or Assistant Facility Manager.
- C. Should any recommendations be noted, they will be submitted to the Facility Manager or Assistant Facility Manager for approval and coordination of repairs or modifications. It is expected that repairs are made within 90 days from the date of notification of the written report, unless the CPSI determined any hazards to be more immediate.
- D. Certain play elements may require varying types of maintenance. Maintenance plans are to be developed during the installation process.
 - 1. Maintenance on the playgrounds is facilitated by the Utilities Department.
 - 2. The Facility Director or Assistant Facility Director will determine if the repair or maintenance work is best suited for volunteers willing to assist, in house staff and/or contractors.
 - 3. If an external group has indicated interest in being involved in ongoing maintenance and repairs to the playground, the Facility Director or Assistant Facility Director will collaborate with the group's point of contact if the work needing to be completed is suitable for volunteers.
- E. When replacement equipment is necessary:
 - 1. For commercially made equipment, it must be ordered from the correct manufacturer to match the current play structure
 - 2. Records of purchase and installation must be maintained by the Facilities Department
 - 3. Replacement components must be approved by the District.

4. Repairs must not create additional hazards during the repair process.

VII. NEW INSTALLATION PROCESS

- A. New installations may stem from necessity through inspection, change in school composition or other reasons and may be requested by internal staff or through community groups.
- B. Requests are reviewed by the Facilities Department.
- C. A request for new installation must include the following documentation:
 1. Playground designs, specific equipment, and a site plan.
 - a) For IPEMA certified equipment, include certifications
 2. A quote from a manufacturer of the proposed designs, including the following details:
 - a) Length of time the quote is valid
 - b) Indication that installation is included
 - c) Inclusion of surfacing material
 - d) Anticipated length of life of the playground
 3. A maintenance plan from the manufacturer, including anticipated repair and/or maintenance costs for the next 10 years.
 - a) Include indication if the group is interested in assisting with future maintenance.
 4. A breakdown of where the funds plan to be generated
 5. A timeline of the installation process
 6. Should the request come from a community group, include the group's point of contact.
- D. Once the above documents are ready for submission, they are submitted to the Facilities Director to start an internal review of the request.
- E. A District-contracted CPSI will review the submitted documents and provide written feedback from a regulatory standpoint.
- F. The Facility Manager will provide written feedback to ensure the playground can be properly maintained, and that the structure is in a location that does not impede future building plans, utilities, or maintenance activities, such as snow removal, drainage, etc.

- G. Written responses will be reviewed with the interested party. The Facility Manager will make a final determination within 90 days of submission through consideration of the CPSI review, impact on District facilities, cost to the District for ongoing maintenance, and liabilities of such installation. The final determination will also include a revised cost estimate to include an estimated 10% of the project cost in change orders.
- H. Should approval be denied, interested parties may appeal to the School Board through a written request.
- I. If the installation is approved:
 - 1. Internally funded projects will be coordinated entirely through the Facilities Department.
 - 2. Externally funded projects may start fundraising efforts. Once 100% of the goal set during the approval is met and found to be secured through a District audit, installation can begin.
 - a) Installation of externally funded projects must be coordinated and approved through the Facilities Department to ensure representation is on site during site visits, preparations, etc.
- J. Once installation has been completed, a District-contracted CPSI will conduct an audit of the playground.
- K. Once the playground has passed the audit, it can then be commissioned for use.
- L. For projects that were externally funded, once the playground is audited and commissioned for use, the playground will become district property and all future maintenance will be the responsibility of the District.

Legal References: United States Consumer Product Safety Commission, *Public Playground Safety Handbook* American Society for Testing and Materials F1487, F2373, F2075, F2223, F2479, F1951, F2049, and F1292.

Cross References:

First Reading:
Second Reading:

~~3045 — PLAYGROUND SITE AND EQUIPMENT IMPROVEMENT~~

~~The School District shall annually allocate in the capital expenditure fund budget a sum of money to provide matching funds to be used for purposes of site improvement or equipment additions at elementary school playground sites. A request shall be submitted to the administration by the school principal/parent faculty organization/community for such improvement or addition, together with a pledge to provide a stipulated sum of money for one half (½) of the total cost of said improvement/addition. The sum of money so stipulated above may be from any source except School District provided funds, unless this restriction is specifically waived due to an unusual or peculiar circumstance acceptable to the School Board. Upon receipt of said request, the administration shall consider the appropriateness and feasibility of the request and make a recommendation to the School Board for approval/disapproval of the project for funding of a fifty/fifty (50/50) basis with the requesting organization.~~

~~Adopted: — 08-12-1980 ISD-709~~

~~Revised: — 06-20-1995 ISD-709~~

~~5115 ELEMENTARY SCHOOL PLAYGROUNDS~~

~~The School Board recognizes the need for suitable and safe use of playgrounds as an important part of the physical and social development of students.~~

~~1. Use By Students~~

~~All elementary students shall be given proper instruction on the safe and appropriate use of playgrounds including apparatus, games, and play areas. The playground shall be accessible to all students. Reasonable adaptations of environment, supervision, program, and/or equipment shall be made to further the accessibility of playgrounds by students with handicaps.~~

~~2. Supervision~~

~~Adequate playground supervision shall be provided during hours when school is in session.~~

~~3. Maintenance~~

~~Semi-annual maintenance shall be the responsibility of the School District Physical Plant Department and shall include:~~

~~a. An annual major cleaning and replenishment of loose fill materials. b. A semi-annual inspection and repair of all apparatus including nuts, bolts, chains, and all parts that, due to wear or damage, need repair or replacement. c. A semi-annual inspection and repair of all playground areas to ensure level and safe running/play surfaces and the lack of protrusions or bump/fall hazards to include the building, fencing, and playground environment.~~

~~d. Inspections~~

~~The building principal shall direct appropriate competent staff to inspect and maintain the playground and all apparatus daily for:~~

- ~~1. Loose, damaged, or protruding bolts and objects, etc., that may cause cuts/scrapes.~~
- ~~2. Glass or debris on surfaces that may cause cuts or falls.~~
- ~~3. Foreign objects that may be thrown or cause injury if handled.~~
- ~~4. Loose fill materials that have become displaced below playground apparatus, especially at slide discharge sites, below ladders, or under swings.~~
- ~~5. Minor safety problems should be repaired immediately, major maintenance or safety problems that must be reported immediately to the Physical Plant Department.~~

~~Adopted: 01-12-1988 ISD 709~~

~~Revised: 06-20-1995 ISD 709~~

~~7115 — ELEMENTARY SCHOOL PLAYGROUND DESIGN AND EQUIPMENT~~

~~The School District recognizes the needs of elementary schools to have playgrounds that are designed to be physically suitable and safe for the age and use of the students. Use of playgrounds is allowed during the school day and during non-school periods. The use of the playgrounds are intended for both recreation, physical education, and motor skill development. The School District recognizes the fact that no laws presently exist that control or legally determine the exact requirement of playgrounds. The Business Services Committee will approve the material and application specifications of all surfacing and equipment for playgrounds.~~

~~1. Layout and Design~~

~~a. Separate and physically remote areas shall be provided for:~~

- ~~(1) running, dodging, throwing, and walking activities~~
- ~~(2) climbing, swinging, sliding or in-place play activities~~

~~b. Playground apparatus shall be located remote of other playground activities and separated by markings, space, or physical barriers when possible.~~

~~c. Special considerations shall be made regarding the ability to supervise or observe both activities from a single location. Equipment shall be arranged to accommodate the traffic of children using the equipment and those using adjacent apparatus. When possible, single multiple-use apparatus will be used.~~

~~d. Barriers such as surface separating/containment beams shall not be positioned to represent a bump, fall, or trip hazard.~~

~~2. Apparatus and Equipment~~

~~All playground equipment shall be selected to provide the safest environment possible.~~

~~a. Height~~

~~(1) Apparatus shall not place a student's feet more than six (6) feet above the surface the apparatus is mounted on. This generally limits all equipment to a maximum height from the ground to the top usable platform to six (6) feet. No exceptions will be made to allow for intermediate platforms or multi-level climbers with six (6) foot increments.~~

~~(2) Swings shall not exceed eight (8) feet when measured from the top rail (anchoring the chains) to the surface.~~

~~b. Construction~~

~~(1) Climbing Apparatus~~

~~Rungs of horizontal ladders, climbing bars, handrails, and other components shall be cylindrical and approximately 1 5/8 inches in diameter to allow for secure gripping of all students.~~

~~(2) The use of large wooden structures shall not be allowed.~~

~~Wooden apparatus now in use will be replaced when worn out. Maintenance, size of hand holds, and surface connection points are not as acceptable as metal and vinyl covered apparatus.~~

~~(3) All equipment shall meet U.S. Consumer Products Safety Commission Guidelines.~~

~~(4) Special equipment not allowed:~~

~~(a) Merry-Go-Rounds.~~

~~(b) Fixed/ground mounted animal rockers, single student use apparatus, etc.~~

~~(c) Tricking bars remote of or not part of a multiple-use piece of apparatus.~~

- ~~(d) Equipment with steps, ladders, or stairways having a slope of greater than 35 degrees.~~
- ~~(e) Basketball hoops having metal chain vs. cloth fabric attached.~~
- ~~(f) Swing seats of wood or metal construction that present impact injuries when unoccupied.~~
- ~~(g) Platform apparatus that encourages jumping from heights of more than three (3) feet.~~
- ~~(h) All equipment that would be rendered unusable or become a trip/fall hazard when buried in one (1) foot of snow/ice.~~
- ~~(i) Open S hooks that would release chains or equipment held by them if stressed or twisted.~~
- ~~(j) Any above ground protrusions resulting from anchoring devices/concrete rising due to frost.~~
- ~~(k) Any other equipment not approved by the Business Services Committee.~~

~~3. Surfacing~~

~~a. Running, throwing, ball playing and areas unoccupied by apparatus:~~

- ~~(1) Asphalt shall be appropriate for running and painted surface games areas.~~
- ~~(2) Grass shall be allowed for ball fields, soccer, running, and contact game areas.~~
- ~~(3) Surfacing other than under or around apparatus shall be considered generally appropriate if safety conditions or existing school conditions do not present unusual falling/tripping potential or special hazards (i.e., rocks protruding from ground, fence posts, building hazards, etc., that cannot be eliminated).~~

~~b. Under climbing apparatus and swings~~

~~(1) Unacceptable surfaces:~~

- ~~(a) Asphalt~~
- ~~(b) Concrete~~
- ~~(c) Dirt~~
- ~~(d) Grass~~
- ~~(e) Gravel~~
- ~~(f) Any material not meeting U.S. Consumer Products Safety Commission guidelines for adequate fall protection.~~

~~(2) Preferred surfaces:~~

- ~~(a) Rubber like/resilient surfacing that by manufacturing specifications provides adequate U.S. Consumer Products Safety Commission fall protection from ten (10) feet.~~
- ~~(b) Pea gravel/pea rock to a minimum depth of eight (8) inches.~~
- ~~(c) Sand to a minimum depth of ten (10) inches.~~
- ~~(d) Loose fill materials that meet U.S. Consumer Products Safety Commission guidelines to provide fall protection from ten (10) feet.~~

~~c. Containment Structures for Under Apparatus Surfacing~~

~~Loose fill materials when used shall be installed with drainage and containment structures that do not present fall/trip or bump hazards. When possible, solid barriers shall be erected or space provided to prevent spillage of materials into adjacent play areas of a different surface.~~

~~Reference: United States Consumer Products Safety Commission,~~

~~Volume I: General Guidelines for New and Existing Playgrounds, 1981~~

~~Adopted: 11-10-1987 ISD 709~~

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

- A. Instruction must be provided in at least the following subject areas:
 - 1. basic communication skills including reading and writing, literature, and fine arts;
 - 2. mathematics and science;
 - 3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
 - 4. health and physical education;
 - 5. The arts;
 - 6. Career and technical education; and
 - 7. World languages.
- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following five art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.
- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or

2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
 - D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary education and employment choices;
 4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and

9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
 - C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
 - D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
 - E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
 - F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading: 02.29.2024
Second Reading:

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 604

Orig. 1995

Rev. 2023

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]

5. The arts;
6. Career and technical education; and
7. World languages.

[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following **five art areas**: dance, **media arts**, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

by a parent, guardian, or adult student. School personnel may not impose an academic or other penalty upon a student merely for arranging alternative instruction under this section. School personnel may evaluate and assess the quality of the student's work.

V. CPR AND AED INSTRUCTION

The school district will provide onetime cardiopulmonary resuscitation (CPR) and automatic external defibrillator (AED) instruction as part of its grade 7 to 12 curriculum.

- A. In the school district's discretion, training and instruction may result in CPR certification.
- B. CPR and AED instruction must include CPR and AED training that have been developed:
 - 1. by the American Heart Association or the American Red Cross and incorporate psychomotor skills to support the instruction; or
 - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

Adopted: _____

Revised: _____

MSBA/MASA Model Policy 604
Orig. 1995
Rev. 2023

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

The purpose of this policy is to provide for the development of course offerings for students.

II. GENERAL STATEMENT OF POLICY

A. Instruction must be provided in at least the following subject areas:

1. basic communication skills including reading and writing, literature, and fine arts;
2. mathematics and science;
3. social studies, including history, geography, economics, government, and citizenship that includes civics (see II.I.);
4. health and physical education;

[Note: Health curriculum may include child sexual abuse prevention in consultation with other federal, state, or local agencies and community-based organizations to identify research-based tools, curricula, and programs.]

5. The arts;
6. Career and technical education; and
7. World languages.

[Note: The school district must use the current world languages standards developed by the American Council on the Teaching of Foreign Languages. World languages programs should be developed and implemented to acknowledge and reinforce the language proficiency and cultural awareness that non-English language speakers already possess and encourage students' proficiency in multiple world languages. Programs also must encompass indigenous American Indian languages and cultures, among other world languages and cultures. School districts may award Minnesota World Language Proficiency Certificates consistent with Minnesota Statutes section 120B.022.]

- B. The basic instructional program shall include all courses required for each grade level by the Minnesota Department of Education (MDE) and courses required in all elective subject areas. The instructional approach will be nonsexist and multicultural.
- C. Public elementary and middle schools must offer at least three and require at least two, of the following four art areas: dance, media arts, music, theater, and visual arts. High schools shall offer at least three, and require at least one, of the following five arts areas: dance, media arts, music, theater, and visual arts.
- D. The school district must establish and regularly review its own standards for career and technical education (CTE) programs. Standards must align with CTE frameworks

developed by the Department of Education, standards developed by national CTE organizations, or recognized industry standards.

- E. The school board, at its discretion, may offer additional courses in the instructional program at any grade level.
- F. Each instructional program shall be planned for optimal benefit taking into consideration the financial condition of the school district and other relevant factors. Each program plan should contain goals and objectives, materials, minimum student competency levels, and methods for student evaluation.
- G. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to instructional curriculum.
- H. The school district or charter school may not discriminate against or discipline a teacher or principal on the basis of incorporating into curriculum contributions of persons in a federally protected class or state protected class when the included contribution is in alignment with standards and benchmarks adopted under Minnesota Statutes, sections 120B.021 and 120B.023.

III. REQUIRED ACADEMIC STANDARDS

- A. The following subject areas are required for statewide accountability:
 - 1. language arts;
 - 2. mathematics, encompassing algebra II, integrated mathematics III, or an equivalent in high school, and to be prepared for the three credits of mathematics in grades 9 through 12, the grade 8 standards include the completion of algebra;
 - 3. science, including earth and space science, life science, and the physical sciences, including chemistry and physics;
 - 4. social studies, including history, geography, economics, and government and citizenship that includes civics;
 - 5. physical education;
 - 6. health, for which locally developed academic standards apply; and
 - 7. the arts.
- B. Elementary and middle schools must offer at least three and require at least two of the following five arts areas: dance, media arts, music, theater, and visual arts. High schools must offer at least three and require at least one of the following five arts areas: media arts, dance, music, theater, and visual arts.

IV. PARENTAL CURRICULUM REVIEW

The school district shall have a procedure for a parent, guardian, or an adult student, 18 years of age or older, to review the content of the instructional materials to be provided to a minor child or to an adult student and, if the parent, guardian, or adult student objects to the content, to make reasonable arrangements with school personnel for alternative instruction. Alternative instruction may be provided by the parent, guardian, or adult student if the alternative instruction, if any, offered by the school board does not meet the concerns of the parent, guardian, or adult student. The school board is not required to pay for the costs of alternative instruction provided

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 - 2. using nationally recognized, evidence-based guidelines for CPR and incorporate psychomotor skills to support the instruction. "Psychomotor skills" means hands-on practice to support cognitive learning; it does not mean cognitive-only instruction and training.
- C. The school district may use community members such as emergency medical technicians, paramedics, police officers, firefighters, and representatives of the Minnesota Resuscitation Consortium, the American Heart Association, or the American Red Cross, among others, to provide instruction and training.
- D. A school administrator may waive this curriculum requirement for a high school transfer student regardless of whether or not the student previously received instruction under this section, an enrolled student absent on the day the instruction occurred under this section, or an eligible student who has a disability.

[Note: If a school district requests resources, the Minnesota Resuscitation Consortium must provide them to the school district for instruction and training provided to students under this section.]

VI. COLLEGE AND CAREER PLANNING

- A. The school district shall assist all students by no later than grade 9 to explore their educational college and career interests, aptitudes, and aspirations and develop a plan for a smooth and successful transition to postsecondary education or employment. All students' plans must:
 - 1. provide a comprehensive plan to prepare for and complete career and college-ready curriculum by meeting state and local academic standards and developing career and employment-related skills such as teamwork, collaboration, creativity, communication, critical thinking, and good work habits;
 - 2. emphasize academic rigor and high expectations and inform the student, and the student's parent or guardian if the student is a minor, of the student's achievement level score on the Minnesota Comprehensive Assessments that are administered during high school;
 - 3. help students identify interests, aptitudes, aspirations, and personal learning styles that may affect their career and college-ready goals and postsecondary

education and employment choices;

4. set appropriate career and college-ready goals with timelines that identify effective means for achieving those goals;
 5. help students access education and career options;
 6. integrate strong academic content into career-focused courses and applied and experiential learning opportunities and integrate relevant career-focused courses and applied and experiential learning opportunities into strong academic content;
 7. help identify and access appropriate counseling and other supports and assistance that enable students to complete required coursework, prepare for postsecondary education and careers, and obtain information about postsecondary education costs and eligibility for financial aid and scholarship;
 8. help identify collaborative partnerships among pre-kindergarten through grade 12 schools, postsecondary institutions, economic development agencies, and local and regional employers that support students' transitions to postsecondary education and employment and provide students with applied and experiential learning opportunities; and
 9. be reviewed and revised at least annually by the student, the student's parent or guardian, and the school district to ensure that the student's course-taking schedule keeps the student making adequate progress to meet state and local academic standards and high school graduation requirements and with a reasonable chance to succeed with employment or postsecondary education without the need to first complete remedial course work.
- B. The school district may develop grade-level curricula or provide instruction that introduces students to various careers, but must not require any curriculum, instruction, or employment-related activity that obligates an elementary or secondary student to involuntarily select or pursue a career, career interest, employment goals, or related job training.
- C. Educators must possess the knowledge and skills to effectively teach all English learners in their classrooms. School districts must provide appropriate curriculum, targeted materials, professional development opportunities for educators, and sufficient resources to enable English learners to become career and college ready.
- D. When assisting students in developing a plan for a smooth and successful transition to postsecondary education and employment, school districts must recognize the unique possibilities of each student and ensure that the contents of each student's plan reflect the student's unique talents, skills, and abilities as the student grows, develops, and learns.
- E. If a student with a disability has an Individualized Education Program (IEP) or standardized written plan that meets the plan components herein, the IEP satisfies the requirement, and no additional transition plan is needed.
- F. Students who do not meet or exceed the Minnesota Academic Standards, as measured by the Minnesota Comprehensive Assessments that are administered during high school, shall be informed that admission to a public school is free and available to any resident under 21 years of age or who meets the requirements of the compulsory attendance law. A student's plan under this provision shall continue while a student is enrolled.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students’ Successful Transition to Postsecondary Education and Employment; Personal Learning Plans)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 605 (Alternative Programs)

First Reading:

~~6041 PARENT OR GUARDIAN REQUEST FOR ALTERNATIVE INSTRUCTIONAL RESOURCES~~

~~Duluth Public Schools respects the rights of parents or guardians to request alternative instructional resources for their child or ward. It is important to remember that materials may be challenged at any time, any place, for any reason by anyone. It is impossible, therefore, to foresee what title (s) will not meet with the approval of any given individual. For that reason, Duluth Public Schools has Policy 6041 Parent or Guardian Request for Alternative Instructional Resources.~~

~~Parents or guardians may request an alternative instructional resource if they feel the instructional material assigned by the teacher is not appropriate for their child or ward. The process for requesting an alternative instructional resource includes the following:-~~

- ~~1. The parent/guardian requests meeting with the teacher to discuss concerns about a specific instructional resources for their child/ward. Part of the conversation will include the overall content of the resource, the intent of the resource or author, age/maturity level of the readers, or possibly the age of the characters and their relationship, and how the teacher deals with the topic in the classroom.~~
- ~~2. If the parent/guardian continues to have a concern about the specific instructional resource after this discussion, the teacher will arrange for an alternative instructional resource that addresses the concerns of the parent/guardian and meets the academic standards/outcomes and level of rigor required in the course curriculum. More than one solution will be considered in cooperation with the parent/guardian and the teacher to resolve sensitive issues.~~
- ~~3. The teacher informs the principal about the meeting and alternative instructional resource.~~
- ~~4. The principal/teacher arranges a follow up meeting (s) with the parent/guardian during a time that the alternative resource is being used to ensure communication. The meeting may include the teacher, department head, principal, and/or district representative.~~
- ~~5. If a viable solution is not reached at the building level, an appeal may be made to the Director of Curriculum. The Director will convene a committee in an attempt to develop a solution acceptable to the parents/guardian and educators.~~
- ~~6. If this committee's recommendation is not acceptable to the parents/guardians and educators, an appeal may be made to the Superintendent.~~
- ~~7. If the Superintendent's recommendation is not acceptable to parents/guardians and educators an appeal may be made to the Board of Education.~~

~~Adopted: 12-20-2005 ISD 709~~

~~6125—CURRICULUM GUIDES~~

~~Curriculum guides and monographs shall be prepared in harmony with the legal requirements of the state and the purposes of the program of instruction adopted by the School Board.~~

~~The Superintendent or designee shall have general coordinating authority and direction over the formation of all courses of study, curriculum guides, and monographs.~~

~~The Director of Curriculum, Curriculum Specialists, Principals and teachers shall assist with the development and revision of the curriculum guides and monographs.~~

~~Curriculum development is based on the assumption that such study is most productive when conducted as a cooperative enterprise in which teachers and administrators participate.~~

~~A charge will be made for materials distributed outside the School District commensurate with the cost of printing and distribution.~~

~~Adopted: — 06-09-1970 ISD 709~~

~~Revised: — 06-20-1995~~

~~— 10-19-2004 ISD 709~~

~~6130 HEALTH EDUCATION~~

~~The health education curriculum shall be consistent with the goals of education and shall include knowledge and skills for promotion of good health. It will be designed to strengthen the individual's self-awareness. It will provide students with information to enable them to make healthy decisions as they participate in their family and community.~~

~~Included in instruction will be health literacy. Health literacy is the capacity of an individual to obtain, interpret, and understand basic health information and services and the competence to use such information and services in ways, which are health enhancing. Educational experiences to produce health literate students with the ability to be critical thinkers and problem solvers, responsible and productive citizens, self-directed learners, and effective communicators will be the emphasis of the Health Education curriculum.~~

~~All faculty members will be informed of relevant facts pertaining to all facets of health education. Inservice programs will be established to help faculty be alert and informed of current information in relation to this area of study.~~

~~The School District recognizes that the first responsibility for the total health education of the child belongs to the parents. Yet, our society must be ready to accept its share of the responsibility. Steps shall be taken to ensure that the special knowledges, skills, interests, and responsibilities of the School District and related community agencies are recognized and utilized in the school's program of health education.~~

~~A Health Curriculum will include instruction in the six priority health risk behaviors identified by the Centers of Disease Control: Tobacco Use, unhealthy dietary behaviors, inadequate physical activity, alcohol and other drug use, sexual behaviors that may result in HIV infection, other sexually transmitted diseases, and unintended pregnancies, behaviors that may result in violence and unintentional injuries.~~

References: MS 122A.66

~~Adopted: 12-12-72 ISD 709~~

~~Revised: 06-20-95~~

~~10-19-04 ISD 709~~

3075 725 BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)

The District's administration is authorized to enter into a joint purchasing agreement with the State of Minnesota to allow the District to purchase goods and services listed on the State's contract index at the prices and terms available to the State. The District is not required to obtain bids and quotations for purchases made from the State's contract index. Furthermore, administration is authorized to purchase goods and/or services from other governmental or school district cooperative or joint purchasing ventures, established through a competitive bidding process.

1. Contracts

A "contract" means an agreement entered into by the School District for the purchase or sale of supplies or services, materials, and equipment, or the rental thereof, or the construction, alteration, repair, or maintenance of real or personal property.

All contracts that are entered into by the district, shall be in strict accordance with Minn. statute §471.345 and §123B.52 for Bids/Quotes/RFP requirements. All document retention relating to Bids/Quotes/RFPs shall also be in accordance with statutory obligations.

The School Board may authorize, by resolution, the Superintendent, or his/her designee to lease, purchase, and contract for goods and services within the budgets as approved by the School Board subject to statutory requirements and Board policy limitations.

All open-market orders or contracts shall be awarded to the lowest responsible, qualified bidder, consideration being given to the qualities of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the educational system, the delivery terms, and the past performance of vendors.

The School District reserves the right to be the sole judge as to whether or not the bid meets the specification.

The Superintendent or Director of Business Services are authorized up to the limits established by board resolution to enter into revenue or expenditures contracts for the lease, purchase, and contract for goods and services.

2. Professional Services

Professional services rendered by attorneys, accountants, architects, consultants, and other specialized services shall be in accordance with state statutes and laws.

Legal References: ~~MSA-123.37-123B.52~~ Minn. Stat. §471.345 (Uniform Municipal Contracting Law)
~~471.345~~ Minn. Stat. §123B.52 (Contracts)

Cross References: 725R Requests for Proposals

Adopted: 09-21-1993 ISD 709
Revised: 06-21-1994
06-20-1995
02-17-1998
02-23-2010 ISD 709

604R INSTRUCTIONAL CURRICULUM

Statement

Duluth Public Schools respect the rights of parents or guardians to request alternative instruction for their students. Parents or guardians may request alternative instruction if they feel the instructional plan or resource assigned by the teacher is not appropriate for the student. Parents and guardians, who wish to opt-out their student from part of Duluth Public School's curriculum, including instruction and materials, must follow the procedure detailed below:

1. Participate in a meeting with the building principal or designee who will hear the concerns. The Principal or designee will explain the alternative instruction request process and provide an overview of the responsibilities of parents/guardians and students in implementing alternative instruction.
2. A formal request for alternative instruction is initiated upon submission of a completed [Formal Request for Alternative Instruction](#). The plan must include, as applicable, details for:
 - Replacement instructional materials;
 - How the plan aligns to state and district standards;
 - How the parent/guardian will cover costs to the District to implement the plan; and
 - How the alternative instruction will be delivered to the student.
3. A school committee, that may include a building administrator, classroom teacher, and Content Lead teacher will evaluate the plan. The evaluation will consider whether the alternative instruction plan is aligned to District and state standards, district policy, and assessments, and the availability of school resources, such as classroom space, to administer the plan. The evaluation will also ensure that the implementation of the plan for alternative instruction will not incur a cost to the District.
4. The school committee will provide a response to the written plan within 10 school days. The response will be one of the following:
 - A. Acceptance of the plan for alternate instruction;
 - B. Acceptance of the plan for alternate instruction with modifications, including an explanation for the modifications; or
 - C. Notification that the plan for alternate instruction is not acceptable with an explanation.

The response will specify how the learning will be assessed. The parent/guardian will reply in writing with an agreement or refusal to provide for the resources needed to implement the plan. If the parent/guardian accepts the response, the plan must begin within 10 school days from the date of parental acceptance.

5. If the plan is not accepted, the parent/guardian may appeal to the Director of Elementary Education or Director of Secondary Education. The Director will convene an appeals committee that may include the Curriculum Coordinator, Content Lead Teacher, and a classroom teacher. The Committee will consider the case at its earliest opportunity and submit a recommendation to the Superintendency, which will then be communicated to the school and parent/guardian. Final decisions regarding the appeal will be made by the Superintendent or designee. When a student opts-out of a portion of a course, the student will use that instructional time as independent study time. While alternatives will be considered based upon each situation, the school is not obligated to provide space outside of the regular classroom for the independent study time. The student may not leave the school campus during this time.

Legal References: Minn. Stat. § 120B.20 (Parental Curriculum Review)

Cross References: 604 Instructional Curriculum
606 Textbooks and Instructional Materials

Adopted:

3075R 725R BIDS / QUOTES / REQUESTS FOR PROPOSALS (RFP'S)

Current contract limits as defined by uniform municipal contracting law.

Minn. Stat. § 471.345, the Uniform Municipal Contracting Law, was established to provide dollar limits for all municipalities upon contracts which shall or may be entered into on the basis of competitive bids, quotations, or purchase or sale in the open market. Vendors may now submit bids, quotations, and proposals electronically in a form and manner required by the municipality. Minn. Stat. § 471.345, subd. 18. Generally, the following thresholds apply:

1. Contracts over ~~\$100,000~~ \$175,000

If the amount of the contract is estimated to exceed ~~\$100,000~~ \$175,000, sealed bids shall be solicited by public notice in the manner and subject to the requirements of the law governing contracts by the particular municipality or class thereof.

2. Contracts from ~~\$25,000~~ \$25,001 to ~~\$100,000~~ \$174,999

If the amount of the contract is estimated to exceed \$25,000 but not to exceed ~~\$100,000~~ \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof.

3. ~~Contracts less than \$25,000~~ For contracts of \$25,000 or less

If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt thereof.

In addition, Minn. Stat. § 471.345, subds. 16 and 17, allow school districts to purchase supplies, materials, and equipment using an electronic reverse auction process; and to sell supplies, materials, and equipment which is surplus, obsolete, or unused using an electronic selling process.

Best value procurement is a process based on competitive proposals (as an alternative to bids) that awards the contract to "the vendor or contractor offering the best value, taking into account the specifications of the request for proposals, the price and performance criteria as set forth in Minn. Stat. § 16C.28, subd. 1b, and described in the solicitation document." Minn. Stat. § 16C.28, subd. 1(a)(2). Before administering best value procurement procedures, personnel must be trained in the best value RFP process. See Minn. Stat. § 16C.28, subd. 1d.

All Requests for Proposals must be approved by the School Board.

Legal References: Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 16C.28 (Contracts; Award)

Cross References: 725 Requests for Proposals

Approved: 9-21-93 ISD 709
Revised: 5-17-94
6-20-95
5-21-2002
2-23-10

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, March 11, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	9
4) Technology Department Report	12
5) Transportation Department Report	13
3. <u>Recommended Resolutions</u>	
A. B-3-24-4018 - Acceptance of Donations to Duluth Public Schools	14
4. <u>Consent Agenda</u>	
A. HR Staffing Report	15
B. Finances	
1) Financial Report	17
2) Fundraisers	18
C. Bids, RFPs, and Quotes	
1) Bid #1323 Homecroft Parking Lot Reconstruction	19
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	21
B. No Cost Contracts - None	
C. Revenue Contracts	63
D. Grant Applications	69

Human Resources Report Summary

March 2024 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	9	28
# Retirements	10	2
# Resignations	2	10
# Leave of Absences	7	2

HR Department Updates:

Human Resources and Finance staff have been meeting with principals to view their current staffing levels, ensuring that FTE allocations and funding sources are accurate in preparation for 2024-2025 staffing decisions. ESSER position displacement notices (44) were sent out before the February break to teachers and all other displacement letters will be sent to certified staff by March 15 (~90). The second batch of letters includes long-term substitutes, 24 hour postings, out of field placements, tier 1 licensure, temporarily funded positions, and interim positions. To date, we have received 23 total retirement notices. The deadline for certified staff to submit without severance delay was February 1.

On February 15, Executive Director Theresa Severance attended the Minnesota Public Employee Labor Relations Association Winter Conference where the topics ranged from legislative changes to the Public Employment Labor Relations Act, Minn. Stat. 179A regarding terms and conditions of employment such as staffing ratios, continued discussion on the Earned Sick and Safe Time implementation challenges, navigating repudiation of past practice and working with Union stewards to understand union time and union leave.

Benefits Updates:

The Benefits Department has made the 1095-C (ACA) forms available via Skyward, and mailed all forms to anyone who did not opt out of getting a physical copy. In addition, the information has successfully been submitted to the IRS.

The Department is hard at work planning our first ever Employee Wellness Fair, which will be held on May 8th, from 12:30p-5p at the DSC building. There are already 24 confirmed vendors, and more are confirming each day. These vendors include Aviben, PEIP, Delta Dental, AAA, Duluth Parks and Rec, Crossfit Aerial, Superior Choice Credit Union, Risk Administration Services, and many more. Our District will also be represented by a Human Resources table, a Benefits table, a Health and Safety table, and a Community Ed table.

The Benefits Department highlighted our EAP in the February Human Resources Newsletter, including tips to getting a good night sleep. Calm was also highlighted for tips on finding a healthy work-life balance.

Hiring Updates:

Certified:

For 24-25 school year:

Teachers

Elementary (9)

Middle School (2)

High School (2)

For Summer School:

Excel Targeted Services (5)

Residential (4)

Seat Based (6)

Non-Certified:

Child Nutrition (3)

Clerical (1)

Maintenance(14)

School Custodian (5)

Engineer II (2)

Second Shift Engineer I (4)

Second Shift Engineer II (1)

Master Electrician (1)

Transportation (8)

School Bus Driver II (3)

School Bus Helper (2)

Head Start Bus Helpers (4)

Temporary Van Driver (1)

Playground/Cafeteria Monitor(6)

Paraprofessionals (8)

Licensed Sign Language Interpreter (3)

LPN Paraprofessional (1)

Sign Language Facilitator (1)

Sp. Ed. Building Wide Paraprofessional (3)

Sp. Ed. Program Paraprofessional (1)

Sp. Ed. Student Spec. Set III Paraprofessional (1)

Sp. Ed. Program Paraprofessional LPN (1)

Preschool Floating Paraprofessional (1)

Sp. Ed. Paraprofessional- After School Club (1)

Contract Negotiations:

We have a potential tentative agreement with the Duluth Federation of Teachers with language change information being shared with the bargaining unit on March 5 in anticipation for a vote on March 14. We are still active in negotiations with the Education Directors Association. Contracts still waiting to start the process for July 1, 2023 contract expiration are the Clerical Unit and the District-Wide Instructional Administrators Association. The National Conference of Firemen and Oilers contract expires July 1, 2024.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	475.00	395.00	80.00	67.00	66.00	83.00	92.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	436.00	370.00	66.00	74.00	75.00	74.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	246.00	210.00	36.00	41.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	523.00	441.00	82.00	103.00	75.00	82.00	86.00	95.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	299.50	247.50	52.00	51.50	55.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	331.00	274.00	57.00	63.00	59.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	287.00	239.00	48.00	45.00	54.00	46.00	43.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	313.00	261.00	52.00	51.00	51.00	56.00	50.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	390.00	313.00	77.00	72.00	61.00	66.00	53.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	224.00	183.00	41.00	42.00	32.00	40.00	36.00	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	624.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	238.45	184.00	201.55	0.00	0.00	0.00	0.00
Ordean East Middle 335	1104.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.60	346.30	385.10	0.00	0.00	0.00	0.00
AE Online 650	186.58	644 students 48 Open Enrolled, 63 FT Residents, 533 PT Residents average enrollment 0.29 or less than 2 classes						0.00	1.20	0.60	1.35	30.16	48.40	62.40	42.47
Denfeld 215	913.15							0.00	0.00	0.00	0.00	248.25	270.60	192.95	201.35
East 220	1400.85							0.00	0.00	0.00	0.00	376.00	358.90	339.05	326.90
Merritt Creek Academy 81	84.60	34.00	8.00	4.00	3.00	10.00	7.00	10.00	9.00	7.00	9.60	6.00	7.00	3.00	1.00
ALC 611	73.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.00	36.00	24.70
Chester Creek Academy 575	30.00	21.00	0.00	2.00	4.00	5.00	7.00	3.00	2.00	2.00	1.00	2.00	2.00	0.00	0.00
Rock Ridge Academy 580	41.80	12.00	2.00	6.00	1.00	2.00	1.00	2.00	3.80	3.40	5.70	6.20	7.00	1.70	0.00
Arrowhead Academy 605	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	4.00	7.00	5.00	4.00
Bethany Crisis Shelter 615	0.75	0.25	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.00	0.25	0.00
Hospitals 630	18.00	6.00	0.00	2.00	1.00	1.00	0.00	2.00	0.00	0.00	3.00	4.00	3.00	2.00	0.00
The Bridge 950	14.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.85
Total:	8038.78	3006.75	601.00	623.50	583.00	610.00	591.00	599.25	627.05	544.30	608.55	677.61	715.90	642.35	615.27

2023-2024
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	475.00	0.00	0.00	0.00	-4.00		2.00	17.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	0.00	0.00	0.00	2.00		1.00	32.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	0.00	0.00	0.00	0.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	523.00	0.00	0.00	0.00	-2.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	0.00	0.00	0.00	0.00		-4.50	25.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	0.00	0.00	0.00	-1.00		-12.00	9.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	0.00	0.00	0.00	-1.00		-3.00	-4.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	0.00	0.00	0.00	-10.00		-6.00	-2.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	0.00	0.00	0.00	0.00		-6.00	-19.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	0.00	0.00	0.00	5.00	-11.00	-2.00	-8.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	0.00	0.00	0.00	-1.15		-6.00	31.45
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	0.00	0.00	0.00	2.37	1.22	2.40	45.17
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	0.00	0.00	0.00	-5.77		92.33	22.07
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	0.00	0.00	0.00	-3.10		-55.05	24.80
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	0.00	0.00	0.00	-9.30	-18.17	-166.15	11.60
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	0.00	0.00	0.00	0.15		-0.40	0.82
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	0.00	0.00	0.00	1.00		-22.30	-13.00
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	0.00	0.00	0.00	-1.00		-2.00	-17.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	0.00	0.00	0.00	-2.90		-7.20	14.35
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	0.00	0.00	0.00	3.00		8.00	1.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.00	0.00	0.00	-1.25		0.50	0.50
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	0.00	0.00	0.00	-1.00		8.00	-5.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	0.00	0.00	0.00	0.00	-2.00	-3.15	4.85
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	0.00	0.00	0.00	-29.95	-29.95	-188.52	109.95
Change		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-8038.78	0.00	0.00				

2023-2024
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	367.00	0.00	0.00	0.00	14.00		197.00	277.00
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	0.00	0.00	0.00	-1.00	13.00	50.00	43.29
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	0.00	0.00	0.00	1.00		18.00	156.14
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	0.00	0.00	0.00	0.00		-17.00	442.57
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	0.00	0.00	0.00	1.00		-3.70	621.10
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	0.00	0.00	0.00	-5.00		-14.00	589.86
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	0.00	0.00	0.00	0.00		-5.00	613.43
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	0.00	0.00	0.00	-1.00		-19.33	600.38
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	0.00	0.00	0.00	-5.75		-11.74	603.56
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	0.00	0.00	0.00	-2.55	-12.30	-12.95	633.19
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	0.00	0.00	0.00	-2.30		-10.70	547.88
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	0.00	0.00	0.00	0.62	-1.68	-1.68	607.16
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	0.00	0.00	0.00	1.53		7.61	672.65
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	0.00	0.00	0.00	-2.15		4.85	716.67
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	0.00	0.00	0.00	5.15		-12.85	647.31
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	0.00	0.00	0.00	-20.50	-15.97	-110.03	666.08
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	0.00	0.00	0.00	-29.95	-29.95	-188.52	8117.98
Change		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-8038.78	0.00	0.00				

Child Nutrition Report

February 2024 Meal Counts

Week of:	Breakfast 2/1/2024	Lunch 2/1/2024	Breakfast 2/5/2024	Lunch 2/5/2024	Breakfast 2/12/2024	Lunch 2/12/2024	Breakfast 2/26/2024	Lunch 2/26/2024	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	195	742	500	1667	448	1636	402	1335			1545	5380	97	336
Denfeld	425	932	1129	2597	1055	2543	850	2038			3459	8110	216	507
Harbor City											0	1420	0	89
East High	547	1069	1449	2615	1426	2620	1057	2034			4479	8338	280	521
Homecroft	287	710	667	1705	659	1708	551	1333			2164	5456	135	341
Lakewood	168	385	494	926	396	862	391	751			1449	2924	91	183
Lester Park	285	826	731	1794	667	1786	599	1463			2282	5869	143	367
Lincoln park	348	879	936	2129	993	2127	702	1635			2979	6770	186	423
Lowell	546	1000	1497	2367	1275	2293	1114	1852			4432	7512	277	470
Laura Macart	364	468	1001	1232	978	1222	806	990			3149	3912	197	245
Myers-Wilkin	285	521	783	1279	714	1300	608	996			2390	4096	149	256
Ordean/East	250	1376	652	3314	618	3317	524	2647			2044	10654	128	666
Piedmont	534	780	1340	1793	1350	1788	1071	1505			4295	5866	268	367
Rockridge	52	71	112	179	111	179	89	134			364	563	23	35
Stowe	352	385	910	1014	894	975	709	791			2865	3165	179	198
ALC	15	32	71	71	55	76	51	68			192	247	15	19
	2 days	1 day ALC	5 days	4 days ALC	5 days	4 days ALC	4 days	4 days ALC						
	4653	10176	12272	24682	11639	24432	9524	19572	0	0	38088	80282	2383	5021
Denfeld Supp	182		602		227		450				1461		TOTAL	
Days of service	1		4		2		4						133	Daily

Summer Meals 2024

Preliminary plans are underway for the summer meals program for summer of 2024. Still waiting for the State of Minnesota to officially announce which areas/schools can have meal programs. Eligibility is determined by area eligibility of the families that live in that area. This information is taken from the free and reduced lunch applications that are returned each school year. Duluth Schools has been a provider of summer meals for many years and appreciates the opportunity to feed children in the summer when they are out of school.

Commodity Purchases for school year 2024-2025

Once a year the State of Minnesota opens the Commodity Store for purchases for the next school year. For over 15 years, Child Nutrition has taken almost all of it's commodity dollar purchases in fresh fruits and vegetables through the Department of Defense program (DOD). Commodity dollar awards are based off of meals served during the past 2 years. Child Nutrition will again spend around \$275,000 in fresh fruits and vegetables, as well as ground beef crumbles, diced chicken and other proven favorites in quality and taste. Our budget to spend for next year (24-25) is \$372,000.

Meals Year to Date

Monthly counts	Breakfast											Daily
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Average
Congdon	1095	1539	1861	1290	1969	1545					9299	83
Denfeld	3715	4850	4732	3245	4388	3459					24389	218
East High	3724	4911	5416	3984	5578	4479					28092	251
Homecroft	2658	3086	3036	1979	2807	2164					15730	140
Lakewood	1581	1770	1897	1191	1873	1449					9761	87
Lester Park	2667	2832	2883	1827	2795	2282					15288	136
Lincoln park Middl	2925	3735	3764	2681	3472	2979					19556	175
Lowell	6181	8242	5809	3820	5662	4432					32146	287
Laura Macarthur	3808	4046	4006	2689	3841	3149					21539	192
Myers-Wilkins	3100	3431	3342	2231	2947	2390					17441	156
Ordean/East Midd	2314	2688	2715	1852	2641	2044					14154	126
Piedmont	5583	5962	5748	3779	5403	4295					30770	275
Rockridge	836	698	852	378	499	364					3215	29
Stowe	3292	3196	3464	2580	3561	2865					18938	169
ALC	222	226	332	195	231	192					1398	
	43501	49200	49657	33701	47567	38088	0	0	0	0	261714	2324
	Lunch											Daily
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		Average
Congdon	5932	6587	6887	4789	6711	5380					36286	324
Denfeld	10377	11204	10803	7488	10052	8110					58034	518
East High	9184	10201	10430	7490	10839	8338					56482	504
Homecroft	6246	6809	7070	4915	7021	5456					37517	335
Lakewood	3266	3727	3703	2607	3710	2924					19937	178
Lester Park	7042	7817	7382	4853	7237	5869					40000	357
Lincoln park Middl	8588	8893	8895	6123	8639	6770					47908	428
Lowell	9141	9814	9656	2725	9673	7512					48521	433
Laura Macarthur	4413	4914	4921	3374	4821	3912					26355	235
Myers-Wilkins	4885	5366	5422	3710	5017	4096					28476	254
Ordean/East Midd	12218	13531	13574	9461	13552	10654					72990	652
Piedmont	6995	7682	7583	5271	7741	5866					41118	367
Rockridge	706	832	787	478	757	563					4123	37
Stowe	3190	3580	3750	2743	3844	3165					20272	181
ALC	441	366	476	202	282	247					2014	
											0	
Supper	0	476	1228	1328	2542	1461				0	7035	
Harbor City	1711	1796	1726	1013	1590	1420				0	9256	
	94315	103375	104293	68570	104028	81743	0	0	0	0	556324	4804
Head Start	Breakfast											
Homecroft	159	267	238	192	287	187				0		
Lester Park	155	243	225	170	253	215				0		
Lowell	257	458	387	301	422	330				0		
Laura Macarthur	205	372	320	255	427	268				0		
Myers-Wilkins	582	699	434	443	530	545				0		
Piedmont	229	432	335	304	435	344				0		
Stowe	137	221	188	105	242	175				0		
	1704	2692	2127	1770	2598	2064	0	0	0	0		
Head Start	Lunch											
Homecroft	159	267	238	192	287	187				0		
Lester Park	289	459	414	330	453	398				0		
Lowell	358	595	491	409	621	501				0		
Laura Macarthur	208	376	321	256	431	268				0		
Myers-Wilkins	582	699	434	443	530	545				0		
Piedmont	292	517	415	364	548	461				0		
Stowe	137	221	188	105	242	175				0		
	2005	3134	2501	2099	3112	2535	0	0	0	0		
AFTERSCHOOL SNACK												
Congdon	857	1845	1905	1276	1958	1553				in may		
Lincoln park Middl	526	1082	1257	656	1110	800						
Lowell	2352	2614	2456	1801	2489	1775						
Laura Macarthur	406	573	620	348	594	495						
Myers-Wilkins	183	959	907	529	319	581						
Piedmont	765	1111	890	528	938	776						
Stowe	262	582	619	446	650	580						
	5351	8766	8654	5584	8065	6360	0	0	0	0		
Total meals/snack	146,876	167,167	167,232	111,724	165,368	130,790	-	-	-	-	889,157	
Days of service	22	20	20	14	20	16						112
Average meals per	6,676	8,358	8,362	7,980	8,268	8,174	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
2022 2023 school year												
Total meals/snacks	127,683	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	233	14	22	6		187
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,365	7,393	8,013	6,301		

Facilities Management & Capital Project Status Report

March 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 286 work orders and are currently working on 278 open work orders.
- Facilities are working on constructing the new Computer Maintenance Management System (CMMS) the operational framework is completed. Fixed and Capital Asset reidentification will happen to integrate with Skyward.
- Auction of surplus items was held on the 24th of Feb. at the Garfield building.

Capital / Construction

- Smith Bell and Clock began the repairs of the clock tower. Hands and Gearing have been removed and are in the process of being redone
- Duluth News Tribune building Schematic Design is complete. Mechanical, Electrical and Structural Engineering assessment has been started.
- Bid opening for the Homecroft parking lot renovation occurred on 3/5/2024
- Lowell Elementary building envelope project is in the process of scope development from ICS
- Lincoln Park Middle School Pool project has cleared the document phase. Horizon is in the process of applying for the permitting through Minnesota Dept. of Health
- Quotes were received and awarded for Lincoln Park Middle School pool filter replacement portion of the renovation.
- Transportation bldg expansion kick off meeting. Project Scope and timeline items discussed.

Discussion with Legal Representation

- Facilities are still in discussions with Sedgwick on behalf of Kemps for the damage to Lowell elementary's loading dock wall.

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.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Automotive hoists at Denfeld were inspected, one needs repairs before it can be returned to use, one needs to be replaced. Both hoists that did not pass were locked out of service.
 - IEA did radon testing at all school sites in Feb, two rooms were slightly over the action limit (One at Denfeld, one at Congdon). Follow up testing is being scheduled per Minnesota Department of Health guidelines.
 - First fire walk through completed at Congdon Elementary 1/15/24 - action items have been corrected, final walk through scheduled for 3/19/24.
 - Fire code corrections at East HS still under way
- **Regulatory Reporting**
 - Bureau of Labor and Statistics survey submitted for Lowell Elementary
 - Community Right-to-Know Tier II reporting submitted
- **Systems & Technology Updates**
 - New Health and Safety Management software purchased through Vector, this system will help automate processes and assist with incident trending, corrective action tracking, and creating OSHA logs. It will also facilitate job safety analysis, inspection reports. Customization of the system is in progress, anticipated to take 8 weeks.
 - New AED management system rolled out - data entry in progress, nearing completion
- **Training**
 - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
 - Lexie completed a four day Industrial Hygiene course. Topics covered included air quality testing, ergonomics, hearing protection, physical hazard protection, toxicology, and biological hazards.
- **Chemical and Hazardous Waste Disposal**
 - Oil drums at DNT have been picked up. Other items are inventoried and ready to be picked up. Pickup date is being scheduled.
- **Document Updates**
 - Playground policy finalized, first reading at the 2/6/24, second reading 3/4/24
 - IEA is working with the district to re-write HSE procedural documents that were severely outdated including Bloodborne Pathogens Process and Emergency Operations Plan (ERCM). Goal to update procedural documents before the start of next school year.

- **Injury and Incident Statistics**

- **February 2024 (as of 3/5/2024)**

- **OSHA Recordable Rate (TRIR): 1.05**
- **OSHA Recordable Injuries: 2**
- **Days Away from Work: TBD (25+)**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 7**
- **Near Misses/Hazards Reported: 1**

- **2024 Year-To-Date**

- **OSHA Recordable Rate (TRIR) (*Goal ≤ 1.00*): 1.56**
- **OSHA Recordable Injuries: 4**
- **Days Away from Work: TBD (25+)**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 22**
- **Near Misses/Hazards Reported: 1**

The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.

Technology Department - February 2024 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.2M Emails Messages Accepted/Delivered. 
 - 105K Rejected. 
 - 44K Spam folders. 
 - 1.1K were identified as Phishing. 
 - 29 were identified having suspicious attachments. 
 - 6K were identified as Spoofing. 
 - 0 emails were identified as Malware

- Account Information

- 11,133 Active Accounts. 
- 25.23TB of storage. 
- 389.7K Files shared externally. 
- 496 Suspicious login attempts. 
- 985 Failed user login attempts. 
- 56 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 346 New Technology Support Tickets Created. 
- 385 Tickets were resolved. 
- 218 Tickets remain unresolved. 

- **Remaining 2023 Summer Project Updates**

- DSC BoardRoom AV.
- CDW-G/Advanced Systems Integration, LLC Team will be onsite on April 29 & 30 to hopefully finish the project.

- **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](#)
- 460.304 kg is our January 2023 Carbon Footprint. 
- 3.41929 t is our May 2023 - January 2024 Carbon Footprint.

Transportation Report February 2024 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 in the new system fully and are moving toward the full automatic capability in it.

We had 82 field trips completed in February.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers, we are still short on drivers.
- Joe has been dealing with staff and their concerns and occasionally has to sub a route.
- Staff is getting tired since we are doing extra to keep up with demand for busing.
On a good note we have 1 helper and 1 driver starting on 3/11

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We received the other 2 used buses and are getting them ready to add them into service.
- We just purchased five more vans and they are in process of being readied for inspection so they can be sent out to sites for use.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Current average mileage 84,283 as we continue to purchase these newer buses this number continues to come down (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
Districtwide	Kevin Jacobsen	In-kind	Future Forward 709 Referendum Videos	Story North Productions graciously donated two :30 spots, and a :60 spot for the Future Forward 709 Referendum May 14, 2024.
Headstart	Jane Killough	\$100.00	Support Head Start families	
Headstart	Jane Killough	\$50.00	Support Head Start families	
Lester Park ES	Steve & Lani Leino	\$100.00	To be spent on items for Lundell's Setting III classroom	
Piedmont ES	Salem Lutheran Church	In-kind		4 grocery sacks of assorted hats, gloves and mittens; 2 sacks of assorted child size pants; 1 bag of assorted child socks

HUMAN RESOURCES ACTION ITEMS FOR: March 19, 2024**CERTIFIED APPOINTMENT**

BARTIKOSKI, KAYLA J
BOGENHOLM, BETHANY E I
CHMELIK, ROSALYN A
KOCHEVAR, ANNA M
LOHN, BREANNA J
LUEDTKE, JACK R
SAVRE, JAMES A
SMITH, MARK R
ZSCHUNKE, AARON M

POSITION

LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE
SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER
SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER
LTS GRADE 3 TEACHER/HOMECROFT, (BA)III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION
LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE
LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION
MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER
SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER
MATH TEACHER/ORDEAN,LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER

EFFECTIVE DATES

02/07/2024
01/08/2024
01/17/2024
01/24/2024
02/01/2024
01/22/2024
02/05/2024
01/15/2024
01/08/2024

CERTIFIED LEAVES

BACHINSKI, SUSAN D
ELIASON, KAITLYN J
PETERSMEYER, ANNETTE K
PIERRE, MARGARET L
RIDGEWELL, CHRISTINE E
SERRANO RIVERA, ALBERTO R
SOLARZ, KARI E

POSITION

PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24
SPEC ED SPEECH LANGUAGE/DW
SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)
PREKINDERGARTEN/MYERS WILKINS
EARTH SCIENCE TEACHER/ORDEAN EAST
ELA/DW
3RD GRADE TEACHER/PIEDMONT

EFFECTIVE DATES

12/20/2024
04/01/2024 06/07/2024
10/18/2024
08/26/2024 06/06/2025
01/23/2024 02/09/2024
01/12/2024 01/26/2024
02/01/2024 02/01/2027

CERTIFIED RESIGNATION

PLESHA, STEVEN J
PETERSON, BRUCE A

POSITION

SPED RESOUC/E/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS
BUS DRIVER II

EFFECTIVE DATES

06/07/2024
01/04/2024

CERTIFIED RETIREMENT

BACHINSKI, SUSAN D
BOYNTON, SANDRA J
DUPRE, KATHLEEN B
FARNHAM, DEBBIE J
FORBORT, KEITH A
GROHN, SUSAN L
MEHLING, MARIBEL L
NYGAARD, WILLIAM D
PETERSMEYER, ANNETTE K
POKRZYWINSKI, JOHN M

POSITION

PRE K / STOWE
MUSIC/BAND - ORDEAN EAST MS
MTSS COORD - LAKEWOOD ES
PRE K TEACHER / PIEDMONT ES
GRADE 3 TEACHER - HOMECROFT ES
SPED SCHOOL NURSE - DW
GRADE 3 TEACHER/MYERS-WILKINS ES
SOCIAL STUDIES TEACHER - EAST HS
SPED RESIDENTIAL EBD - ROCKRIDGE
GRADE 6 TEACHER/ORDEAN EAST MS

EFFECTIVE DATES

12/20/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
06/07/2024
10/18/2024
06/07/2024

NON-CERT APPOINTMENT

BICK, ANNIE M
BLAZEJAK, BRYAN P
BORGH, KEITH G
BOURGEOIS, MARYMALIA
CHRISTENSEN, PAMELA N
CHRISTINA, KENKNIGHT M
DECARO, ZACHARY A
GJERDAHL, JESSIE R
GOLMEN, KELSIE K
HARVICK, SAMUEL B
HINCHCLIFF, IRIS M
HOFFMAN, JANE D
JOHNSON, DENISE M
JOHNSON, GRACE A
KREAGER, DELANEY M
KREKELBERG, TRIANN C
LARSON, GRACIE M
MENZ, LEEANNE C
NETT, STEVEN D
POLDOSKI, JACKIE J
SAMEC, CHLOE J
TURNMIRE, KELLEY L
WALSBURG, AMANDA L
WESTBERG, CRYSTAL M
WILLIAMS, CYNTHIA JOAN
WILLIAMS, SOPHIE H
WILTON, PHYLLIS E
ZINMER, MARY P

POSITION

BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR
SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED
SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT
SPED PROGRAM SETTING III PARA/LINCOLN PARK, 32.5/38WKS, \$20.65/HR, COLLARD J. RESIGNED
NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED
HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION
EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR
CUSTODIAN/DENFELD,LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED
SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR
FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR
HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR
SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCracken C. TRANSFER
HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR
SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR
SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR
HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR
SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION
SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER
CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR
HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR
SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER
HOURLY MONITOR/CONGDON, 12.5/38WKS, \$15.00/HR
SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR
OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER
HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR
PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED
PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE
HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION

EFFECTIVE DATES

01/16/2024
01/08/2024
01/11/2024
02/14/2024
01/08/2024
01/22/2024
01/29/2024
01/10/2024
01/22/2024
01/02/2024
01/31/2024
01/30/2024
01/19/2024
01/10/2024
01/31/2024
01/16/2024
01/22/2024
01/25/2024
01/16/2024
01/12/2024
01/31/2024
01/31/2024
01/22/2024
01/16/2024
01/09/2024
01/24/2024
01/22/2024
02/05/2024

NON-CERT LEAVES**POSTION****EFFECTIVE DATES**

GRADINE, JEFF S
MARPLE, BROOKE K

CUSTODIAN I/DENFELD
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024
02/06/2024 03/05/2024

NON-CERT RESIGNATION

BLAZEJAK, BRYAN P
CHRISTINA, KENKNIGHT M
CUSEY, DARREL W
DICKENSON, JULIE K
DOUGLAS, JESSICA N
ETHIER, MARY C
GREENBERG, JOSHUA D
STEVERMER, NICKOLAS G
WHITLOCK, NICHOLE E
WIGHT, KATELYN A

POSITION

SPED PROG PARA/LINCOLN PARK MS
BUS HELPER - TRANSPORTATION
LIC ASL INTERPRETER / EAST HS
CHILD NUTRITIONAL SERVICE ASST / DENFELD HS
OFFICE SUPPORT SPECIALIST / EAST HS
INSTRUCTIONAL PARA - MYERS-WILKINS ES
BUS DRIVER II/TRANSPORTATION
NETWORK ENGINEER II / DSC
SPED BW PARA / ORDEAN EAST MS
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

EFFECTIVE DATES

01/22/2024
01/23/2024
01/30/2024
02/23/2024
02/23/2024
03/01/2024
01/16/2024
02/09/2024
02/16/2024
01/16/2024

NON-CERT RETIREMENT

SOMROCK, SHERRY E
ZWAK, ELIZABETH J

POSITION

LIC ASL INTERPRETER/DENFELD HS
CHECK & CONNECT PARA - EAST HS

EFFECTIVE DATES

06/07/2024
06/07/2024

Duluth

Public Schools

HR/BS Services Committee Monthly Fund Balance Report March 11, 2024 Committee Meeting REVISED BUDGET

REVISED BUDGET								3/8/2024	Percent spent
REVENUES	23-24		23-24		23-24		23-24		3/1/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23 -24		July -June		July -June	BUDGET BALANCE	
General	1	\$ 126,200,922.80	\$ 127,478,292.31	\$ 62,246,036.78	\$ 3,796,008.56	\$ 61,436,246.97		49%	
Food Service	2	\$ 4,039,200.00	\$ 4,039,200.00	\$ 3,167,730.36	\$ -	\$ 871,469.64		78%	
		INCR TO SALES/REVENUE	\$ 1,960,800.00						
Transportation	3	\$ 7,020,941.12	\$ 7,020,941.12	\$ 2,071,816.42	\$ 185,215.04	\$ 4,763,909.66		30%	
Community Ed	4	\$ 8,495,545.00	\$ 8,516,152.95	\$ 3,449,851.45	\$ 199.43	\$ 5,066,102.07		41%	
Operating Cptial	5	\$ 2,742,547.00	\$ 2,742,547.00	\$ 1,341,013.89	\$ 58,322.86	\$ 1,343,210.25		49%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 23,647,223.00	\$ 23,647,223.00	\$ 2,387,522.90	\$ -	\$ 21,259,700.10		10%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 583,195.57	\$ -	\$ 366,804.43		61%	
Student Activity	79	\$ 58,406.00	\$ 585,259.43	\$ 229,192.16	\$ 5,711.50	\$ 350,355.77		39%	
REVENUE	TOTALS:	\$ 173,430,884.92	\$ 177,216,515.81	\$ 75,476,359.53	\$ 4,045,457.39	\$ 95,733,898.89	\$ -	43%	

EXPENSES	23-24		23-24		23-24		23-24		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24		July - June		July - June	BUDGET BALANCE	
General	1	\$ 120,283,293.86	\$ 123,654,428.65	\$ 72,948,024.13	\$ 2,821,601.74	\$ 47,884,802.78		61%	
		CONTRACT NEGOTIATIONS	\$ 3,800,000.00						
		SPED ED	\$ 3,100,000.00						
Food Service	2	\$ 4,012,876.00	\$ 4,012,876.00	\$ 2,976,795.54	\$ 1,322,866.28	\$ (286,785.82)		107%	
		INCR TO SALES	\$ 1,987,124.00						
Transportation	3	\$ 6,268,632.76	\$ 6,749,632.76	\$ 6,591,833.50	\$ 107,147.83	\$ 50,651.43		99%	
Community Ed	4	\$ 7,630,865.00	\$ 9,084,185.95	\$ 5,019,487.16	\$ 21,066.17	\$ 4,043,632.62		55%	
Operating Capital	5	\$ 7,999,619.25	\$ 7,999,619.25	\$ 8,237,614.17	\$ 861,743.52	\$ (1,099,738.44)		114%	
Building Construction	6	\$ -		\$ 3,188,138.63	\$ 198,928.00	\$ (3,387,066.63)			
Debt Service Fund	7	\$ 23,640,000.00	\$ 23,640,000.00	\$ 26,931,588.45	\$ -	\$ (3,291,588.45)		114%	
Trust Fund	8	\$ 253,750.00	\$ 253,750.00	\$ -	\$ -	\$ 253,750.00		0%	
Dental Insurance Fund	20	\$ 915,000.00	\$ 915,000.00	\$ 616,835.17	\$ -	\$ 298,164.83		67%	
Student Activity	79	\$ 306,948.00	\$ 276,264.96	\$ 139,937.40	\$ 2,462.03	\$ 133,865.53		52%	
EXPENSE	TOTALS	\$ 171,310,984.87	\$ 185,472,881.57	\$ 126,650,254.15	\$ 5,335,815.57	\$ -	\$ 44,599,687.85	71%	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>
Program 030 Asst Supt	\$ 41,401.00
Program 110 Admin	\$ -
Program 108 Tech	\$ 1,759,504.51
Program 203 Elem	\$ 980,133.47
Program 211 Secondary	\$ 798,552.82
Program 640 Staff Dev	\$ -
Program 805 Operations	\$ -
Program 760 Transportation	\$ 215,293.76
Program 740 Pupil Engage	\$ 5,897.64
17	\$ 3,800,783.20

<u>Ex Curricular</u>	<u>Fund 01</u>
Program 298 Revenue	\$ 391,356.67
Program 298 Expense	\$ 367,645.03

**Fundraisers Reported
February 2024**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Denfeld Spanish	\$100.00	33% of sales using our code as long as we sell over \$150
Denfeld HS	Denfeld Spanish	\$150.00	20% of net sales from Cold Stone Creamery

DESIGN TREE

engineering + land surveying

March 9, 2024

Duluth Public School District
713 Portia Johnson Drive
Duluth, MN 55811

Regarding: Homecroft Elementary Parking Lot Reconstruction

Dear Duluth Public School District,

On March 5, 2024, 8 bids were opened for the above referenced project. Kiminski Paving, Inc. based out of Cloquet, Minnesota submitted the low bid for the project. Below is a list of all bids received for the project. All bidders also submitted the required bid bond and responsible contractor forms, which were required.

Company	Bid Amount
Kiminski Paving, Inc.	\$411,187.00
Northland Constructors of Duluth	\$418,400.00
Sinnott Contracting, LLC	\$457,339.00
Rachel Contracting, LLC	\$479,250.00
Veit & Company, Inc.	\$484,460.00
Ulland Brothers, Inc.	\$565,100.00
JMF Construction, Inc.	\$567,628.00
KTM Paving, Inc.	\$596,600.00

Design Tree has reviewed and evaluated the bids that were submitted for completeness, math errors, the necessary documentation and spoken to the low bidder. Based on the price bid for the project, our evaluation of the bids and the Contractor's experience in working on these types of projects, it is Design Tree's professional opinion that Kiminski Paving, Inc. is the lowest responsible bidder for the project and our recommendation for the School District to accept the bid and award the contract for the Homecroft Elementary Parking Lot Reconstruction project to Kiminski Paving, Inc.

The next step in the process, if the School District concurs with our recommendation, is to issue the Notice of Award. Design Tree will then send the Contracts to Kiminski Paving, Inc., which will need to be submitted back to Design Tree along with the Payment Bond, Performance Bond and Certificate of Insurance for the project.

After reviewing the above information, if you should have any questions regarding the responses above, please feel free to contact me at (320) 227-0203 or at mjg@dte-ls.com.

Sincerely,

DESIGN TREE ENGINEERING, INC.



Michael Gerber, P.E.

Civil Engineer

Enc: Bid Tabulation

PROJECT: Homecroft Parking Lot Reconstruction

[illegible]

3/5/2024, 10:00am
713 Portia Johnson Drive

Expenditure Contracts Signed February 2024

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

Name	Amount*	Contract Source**	Description
United Bus Sales	\$194,712.26*	Transportation (DR)	Purchase of two used 2020 IC School Bus (\$90,820.00/bus)
Goodguys Motor Co.	\$43,984.93*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,916.18*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$43,866.30*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$42,797.55*	Transportation (DR)	2014 Chevy Express Van
Goodguys Motor Co.	\$41,728.80*	Transportation (DR)	2014 Chevy Express Van
Shay'baron Chapman	\$225.00*	Office of Education Equity (DR)	Black History Brunch – food prep, cooking, serving
Yvonne Woodfork	\$400.00*	Office of Education Equity (DR)	Black History Month step dance team instructor
Tkeyan Adams	\$225.00*	Office of Education Equity (DR)	Black History Brunch – assist with event preparation
Lakeside Presbyterian Nursery School	\$1,164.50*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Lakewood Little Lynx Preschool	\$420.00*	Early Childhood Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Adela Alvarez	\$4,300.00*	Lester Park ES (DR)	Spanish Club Coordinator



United Bus Sales, Inc.
16676 197th Ave NW
Big Lake, MN 55309
612-478-8525

INVOICE V 7162
Date / /
Date Open 01/24/2024

Page: 1 of 1

Sold To : 336-8700 218

Ship To :

DULUTH PUBLIC SCHOOLS ISD709
709 PORTIA JOHNSON DRIVE

DULUTH MN 55811 USA

Written By THERESA		Terms CASH		Time 14:09:39	Customer Po # 3411U 3412U		Promised		Phone		Ship Via	
Unit #		Plate #	Year	Make		Model	Mileage/Hrs 0/0.0		VIN			Engine

Qty	Description	Price	Amount
1.000	USB3411U 2020 IC 4DRBUC8P4LB043888 /	90820.00	90820.00
1.000	USB3412U 2020 IC 4DRBUC8P6LB043889 /	90820.00	90820.00
1.000	VST* Vehicle Sales * MOTOR VEHICLE SALES TAX	12487.76	12487.76
2.000	REGDOCBUS DOC ADMIN FEE BUS	200.00	400.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2024	5.00	10.00
2.000	REGREGISTRATIONTE REGISTRATION FEE TE PLATES -2026	10.00	20.00
2.000	REGPLATETE PLATE FEE FOR TE PLATES	10.00	20.00
2.000	REGTECH TECHNOLOGY SURCHARGE	4.50	9.00
2.000	REGPSVFEE PS VEHICLE FEE	3.50	7.00
2.000	REGTRANSFER TITLE TRANSFER TAX	10.00	20.00
2.000	REGTITLE TITLE FEE	8.25	16.50
2.000	REGDEPUTY STATE DEPUTY FILING FEE	20.00	40.00
2.000	REGDEPUTY SURCHARG DEPUTY REGISTRAR SURCHARGE	1.00	2.00
2.000	REGVEHICLEEXCISE VEHICLE EXCISE TAX - ST LOUIS COUNTY	20.00	40.00
	SubTotal		194712.26

AUTHORIZATION: I authorize United Bus Sales to perform services shown, including the furnishing of all necessary labor/materials/parts. I agree to make full payment for services upon completion unless terms are authorized by the United Bus Sales. LABOR DISCLAIMER: seller disclaims all warranties, either express/implied, for labor performed in the repair of Owner's vehicle; Seller shall warranty its labor for a period of ninety (90) days following the date of such repair. PARTS DISCLAIMER: any warranties on the product sold hereby are those made by the manufacturer. Seller disclaims all warranties, either express/implied, including any implied warranty of merchantability or fitness for a particular purpose, Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the parts unless separate warranty is delivered by United Bus Sales. PARTS RETURN: All special-order returnable parts are subject to the manufacturer's warranty and vendors restocking charge. All claims for returned parts must be accompanied by the purchase invoice. No refund after 30 days. Seller is not responsible for labor on parts not installed by in Seller's shop. TERMS: Strictly cash unless arrangements made. All invoices remaining unpaid 30 days from the date of invoice are subject to late fee of 1 1/2% per month. Any vehicles/parts remaining on United Bus Sales property after 30 days from invoice date shall bear storage fees of \$10 per day until they are picked up.

Thank you for your business and we look forward to serving you again.

Paid by

Imine Zurich

TOTAL DUE 194,712.26

03E 013 760 733 548 000



03 E 013 760 160 548 012

**1104 Division St.
Waite Park, MN 56387
320-252-2323**

Stock #: 5610X Date: 2-9-24 Salesperson: Brimm
Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811
Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
Buyer D.L. #: _____ Co-Buyer D.L. #: _____
Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder NONE Address _____

[illegible]

The front and back of this **CONTRACT** comprise the entire **CONTRACT** affecting this purchase. The **DEALER** will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

24
NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted (X)

249

⊗

**1104 Division St.
Waite Park, MN 56387
320-252-2323**



1104 Division St.
Walter Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5727X Date: 2-9-24 Salesperson: Brian
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr. City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder ☐

NONE

Address _____

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
14	Chev	Express	AWD 8pass	Auto	Green	Vynle
VIN #	16NSHBF40E1193184		LIC. #	TAB EXP. DATE	STATE	DELIVERED ON OR ABOUT
			MILEAGE		33416	

Buyer Email:

CASH PRICE OF VEHICLE

Co-Buyer Email:

FREIGHT

DEALER INSTALLED OPTIONS

2024 + 2026 TAX EXEMPT

TOTAL 40888 00

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		

REGISTRATION TAX

15 00

LESS TRADE-IN ALLOWANCE (-)

PLATE FEE

10 00

TRADE DIFFERENCE

PUBLIC SAFETY VEHICLE FEE

3 50

TRANSFER TAX

10 00

MOTOR VEHICLE SALES TAX

TITLE/TRANSFER FEE

8 25

STATE/DEPUTY FILING FEE

20 00

SERVICE CONTRACT

LIEN RECORDING FEE

—

MAINTENANCE CONTRACT

WHEELAGE TAX

—

OTHER STATE & LOCAL SALES TAXES

TRANSIT TAX

—

Tech Fee X2

4 50

DOCUMENT ADMINISTRATION FEE

VS Surcharge

1 00

OPTIONAL ELECTRONIC TRANSFER FEE

TOTAL LICENSE & FEES

72 25

SUBTOTAL

43866 30

LESS AMOUNT SUBMITTED WITH ORDER (-)

PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)

TOTAL AMOUNT DUE ON DELIVERY

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

251

Accepted ☒☒

Buyer's Signature - Signature Term of Purchase



**1104 Division St.
Waite Park, MN 56387
320-252-2323**

03 E 013 760 160 548 012

Stock #: 5716X Date: 2-9-24 Salesperson: Brimm
Buyer Name: (Last) ISD Duluth Public Schools (First) _____ (Middle) _____
Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811
Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
Buyer D.L. #: _____ Co-Buyer D.L. #: _____
Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder ☐

NONE

Address

[illegible]

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

27
NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

Accepted (X) 

Brande Signature Accepting Terms of Contract



1104 Division St.
Waite Park, MN 56387
320-252-2323

03 E 013 760 160 548 012

Stock #: 5687X Date: 2-9-24 Salesperson: Brim
 Buyer Name: (Last) ISD 709 Duluth Public Schools (Middle) _____
 Co-Buyer Name: (Last) _____ (First) _____ (Middle) _____
 Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 55811
 Home Phone: 218-220-0306 Bus Phone: Jeremy Buyer DOB: _____ Co-Buyer DOB: _____
 Buyer D.L. #: _____ Co-Buyer D.L. #: _____
 Buyers Insurance Co.: _____

PLEASE ENTER MY ORDER FOR: New ☐ Used ☒ Demo ☐ Lienholder ☐

NONE

Address _____

YEAR <u>14</u>	MAKE <u>Chew</u>	MODEL <u>Express</u>	BODY <u>AWD</u>	TRANSMISSION <u>8speed</u>	COLOR <u>Blue</u>	INTERIOR <u>Cloth</u>
VIN # <u>1GN8HC F48E1181497</u>	LIC. # _____	TAB EXP. DATE _____	STATE _____	MILEAGE <u>49,957</u>	DELIVERED ON OR ABOUT _____	

Buyer Email: _____

CASH PRICE OF VEHICLE

Co-Buyer Email: _____

FREIGHT

DEALER INSTALLED OPTIONS

2024 + 2026 TAX Exempt Plates

TOTAL 38 888 00

REGISTRATION TAX

15 00

LESS TRADE-IN ALLOWANCE (-)

PLATE FEE

10 00

TRADE DIFFERENCE

38 888 00

PUBLIC SAFETY VEHICLE FEE

3 50

TRANSFER TAX

10 00

MOTOR VEHICLE SALES TAX

2,673 55

TITLE/TRANSFER FEE

8 25

STATE/DEPUTY FILING FEE

20 00

SERVICE CONTRACT

LIEN RECORDING FEE

—

MAINTENANCE CONTRACT

WHEELAGE TAX

—

OTHER STATE & LOCAL SALES TAXES

TRANSIT TAX

—

Tech Fee x 2

4 50

DOCUMENT ADMINISTRATION FEE

95 00

VS Surcharge

1 00

OPTIONAL ELECTRONIC TRANSFER FEE

—

TOTAL LICENSE & FEES

72 25

SUBTOTAL

41,728 80

LESS AMOUNT SUBMITTED WITH ORDER (-)

PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)

TOTAL AMOUNT DUE ON DELIVERY

TRADE-IN DATA

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		

DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES ☐ NO ☐IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES ☐ NO ☐

Dealer's Disclaimer of Warranty

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

Important: A manufacturer warranty may apply.

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age or older and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

253

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Accepted (X)

Used with Goodguys Association Terms of Purchase

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Shay'baron Chapman, 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 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Black History Brunch Assistant - food prep, cooking, serving, etc.
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 ~~\$225.00~~ \$ 225.⁰⁰ 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: Nate Smith, 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) 809 Wagon Wheel Trail, Mendota Heights mn 55120.

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:

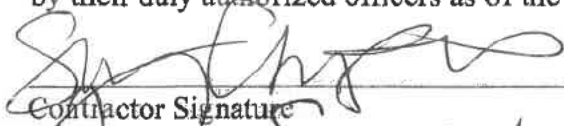
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

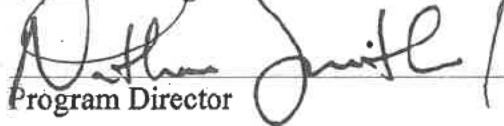
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

2/17/24
Date


Program Director

2-20-24
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).

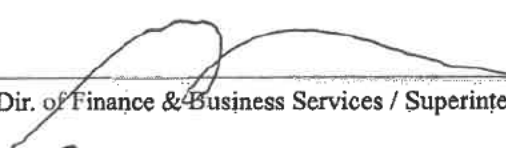
Please check the appropriate line below:

_____ 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	101	366	013
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

2/26/24
Date



3/1/24

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Yvonne Woodfork, 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 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Step Dance Team Instructor for Black History Month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 400.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 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) 825 Partridge St. Duluth, MN 55811

Apt. 209

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:

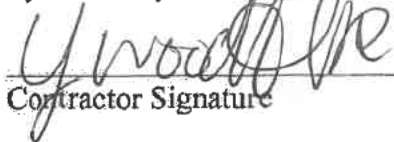
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

2/17/24
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	101	304	013
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

2/26/24
Date


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

3/1/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Tkeyah Adams, 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 2/17/24 and shall remain in effect until 2/18/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Black History Brunch Assistant,

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 ~~600.00~~ \$ 225.00 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: Nate Smith, 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)

Keyah Adams

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.

Thya Am
Contractor Signature

[REDACTED]
SSN/Tax ID Number

02/18/2024
Date

Nathan Smith
Program Director

2-20-24
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	306	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

2/26/24
Date

Ernie Zuehl

3/1/24

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School, 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 November 28th and shall remain in effect until February 1st, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond February 1st 2024; the contract not to exceed a total of 27 Days (attending 3 days per week. The District will pay 3 days per week @ \$50.25 per day including a \$260 registration fee).

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$904.50, including a \$260 registration fee, and \$1,164.50 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

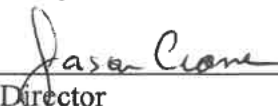
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		<u>2/29/24</u>
Program Director		Date

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

This contract is funded by either:

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

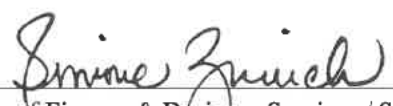
Please check the appropriate line below:

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

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

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

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

	<u>3/1/24</u>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of February, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 7th and shall remain in effect until April 25th, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is February 7th, 2024 and shall not extend beyond April 25th, 2024; the contract not to exceed a total of 20 Days (attending 2 half-days per week. The District will pay 2 half-days per week @ \$140.00 per month).

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$140.00 monthly and \$420.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, 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 2/5/24 and shall remain in effect until 3/1/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 4300 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich, 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) 2816 Hogberg St, Duluth, MN, 55811.

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

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

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

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

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

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

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

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

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

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

3. *Conflict of Interest and Fiduciary Duty.* All contractors doing business with the District agree to follow Policy 367 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

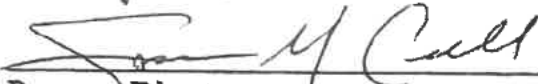
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

1/22/2024
Date


Program Director

1/30/2024
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).

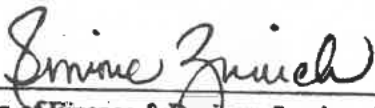
Please check the appropriate line below:

☒ 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	305 366	013
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

2/15/24
Date



September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
- March 4th - April 12th

Lester Park Foundation will support the school in hiring and training

LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
 - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
 - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
 - Increase cultural enrichment
 - Expands after-school program options
 - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President
Lester Park Foundation

September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

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If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

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Board President
Lester Park Foundation

**Revenue Contracts Signed
February 2024**

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

Name	Amount or Estimated Amount*	Contract Source	Description
Nordic Auction	\$33,366.60	Facilities	Facilities auction profit from Garfield

AGREEMENT FOR AUCTIONEERING SERVICES

THIS AGREEMENT, made and entered into this 15th day of February, 2024, by and between Independent School District No. 709, a public school corporation, hereinafter called District, and Nordic Auction, an independent contractor, hereinafter called Auctioneer.

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

The terms and conditions of this Agreement are as follows: Nordic Auction will provide auctioneering services for one day, selling surplus items of the Duluth Public School District.

1. Dates of Service. This Agreement shall be deemed to be effective as of February 1, 2024 and shall remain in effect until February 25, 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. The parties agree that the Auction to take place pursuant to this Agreement shall be on February 24, 2024.

2. Performance. Auctioneer will provide Auction services governed by state laws and the Uniform Commercial Code, Minn. Stat. 336, generally, at 330 Garfield Avenue, Duluth, MN 55802 at the starting time of 10:00 A.M on February 24, 2024 (the "Auction"). Auctioneer services will include the setup and teardown of the event, appraisal of goods in concert with District for setting starting bids, registration of bidders, and any other such services necessary to conduct the auction. Within five business days following the Auction, Auctioneer will provide the District with a written list of every item sold and the cost of the item. The District, as the consignor, will work with the Auctioneer to identify goods that remain unsold at the end of the auction.

3. Reimbursement/Commission. In consideration of the performance of Auctioneer of its obligations pursuant to this Agreement, District hereby agrees to pay Auctioneer a percentage of the income of the goods sold at the auction. This percentage will be 20%.

The Auctioneer is required by Minnesota Statute 270C.65 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.

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

- a. Payment shall be made by the District within 30 days of submission of the total dollar amount of auction proceeds from the Auctioneer, provided that Auctioneer provides the written list of items sold in accordance with Paragraph 2 of this Agreement;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. Propriety of Expenses. The fact that the District has reimbursed Auctioneer for any expense claimed by Auctioneer shall not preclude District from questioning the propriety of any such

service. District reserves the right to offset any overpayment or disallowance of any service or services at any time under this Agreement. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Auctioneer for disallowed costs.

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

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

8. Indemnity and defense of the District. Auctioneer 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 Auctioneer breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. Notices. All required notices to be given by Auctioneer to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Auctioneer shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Nordic Auction, 2713 Courtland St, Duluth, MN 55806.

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

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

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

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

14. **Cancellation.** 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.

15. **Data Practices.** Auctioneer 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.** 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:** The Auctioneer 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
 2-20-24
 Date


 Program Director
 2-20-24
 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).

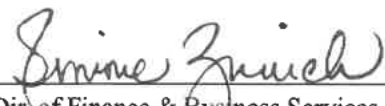
Please check the appropriate line below:

_____ 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	R	012	110	000	099	115
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
 2-15-24
 Date



Auctioneers • Liquidators • Appraisers

Grant Applications

February 2024

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
NRIP Mini Grant Application	Cassidy Wellhouse	Laura MacArthur Elementary	\$500.00	These funds would be used to support PBIS at our school. Each year we order shirts for every student to be able to have a shirt that has our mascot and PBIS language on them. This is impactful for all students and staff to have a shirt that gives them a place to belong as well as a clean shirt for their wardrobe.
Minnesota Arts Grant	Rachel Lofald	Denfeld/Music	\$10,000.00	Provide music lessons from community artists for our students in Band, Orchestra, and Choir to cover 200 lessons
Arrowhead Regional Arts Consortium	Rachel Lofald	Denfeld/Music	\$5,000.00	Provide music lessons for students in choir, band, and orchestra to cover 100 additional lessons
Duluth Public Schools Grant	Joshua Borchardt	Denfeld, Science	\$3,000.00	GE Kits for DNA/Genetics to be used in most of our science classes
Minnesota Start Arts Board	Katie Scheufeli	Duluth Preschool/Head Start	\$10,340.00	As part of the Head Start grant, one of our goals is, "Walking the Talk of Equity and Inclusion." As part of this very important goal, our program has committed to make a conscious and sustained effort to stay focused on closing the opportunity/achievement gap for populations that have been historically underserved by our school district, community, and country at large. Our program has worked to increase

				representation of people of color in our classrooms and for the past 3 years, Duluth preschool has partnered with local BIPOC artists for a 10 week artist in residency program which has been well received by our classrooms, students, families and folks in the community. Our program has committed \$10,000 annually to support this program which allows us to have our BIPOC Artist in Residency in 8 of our 12 full day classrooms. I would like to write this grant to extend this amazing opportunity to all of our full day classrooms. In addition to increasing the number of classrooms we offer this program to, I would like to be able to increase artist pay, supply budget and support a family engagement piece at the end of the 10-week program.
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