Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 18, 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 - May 21, 2024 3
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 6
         b. Other Action Items
            (1) Job Description - Safe Routes to School Coordinator 7
      2) Finance
         a. Financial Report 11
         b. Fundraisers 12
         c. Bids, RFPs and Quotes
            (1) RFP #321 - District-Wide Annual Inspection and Service to Boilers 13
            (2) RFP #322 - Electrical Labor (High Voltage & Low Voltage) 15
            (3) RFP #323 - District-Wide Glass Replacement Services 17
            (4) RFP #327 - Bus Transportation Service 19
            (5) RFP #328 - Crack Fill & Sealcoat 21
            (6) Quote #4393 - District-Wide Annual Inspection and Testing of Fire Alarm Systems 24
            (7) Quote #4394 - District-Wide Annual Testing and Maintenance of Sprinkler Systems 26
         d. Contracts, Change Orders, Leases
            (1) Voyageur Bus Contract 28
            (2) KY Interpreting Services FY24 48
            (3) KY Interpreting Services FY25 54
            (4) Soliant Services FY25 60
            (5) Change Order - Duluth News Tribune Building Remodel (Additional Services) 63
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
         a. Science Curriculum Adoption 65
         b. Student and Family Handbook 2024-25 66
      4) Other
         a. Diploma Requests 192
         b. Field Trip Requests 220

c. Data Sharing Agreements - None

C. **Approval of Policy Readings**

1) First Readings

a. 507.5 School Resource Officers (Deletion of 1155 Police Department Relationship & 2035 Police-School Liaison Officers) 224

2) Second Readings

a. 902 Use of School District Facilities and Equipment (Deletion of 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R) 229

b. 205 Open Meetings and Closed Meetings 247

c. 207 Public Hearings 279

d. 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student 283

3) Policies for Review

a. 204 School Board Meeting Minutes 289

b. 507 Corporal Punishment and Prone Restraint 301

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 - June 13, 2024 306

2) Policy Committee - June 13, 2024 483

3) Human Resources/Business Services Committee - June 11, 2024 619

Regular School Board Meeting
Tuesday, May 21, 2024 6:30 PM Central

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

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

Present: 4, Absent: 3.

1. Call to Order
at 6:36 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda
Move to approve the agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

5. School and Community Recognition
Assistant Superintendent Bonds presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
Student Representative Miller presented the Denfeld Student Report.
Student Representative Patronas presented the East Student Report.

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report. Topics included:
Student Representative Reports
Referendum Update and Next Steps
Budget Updates
Secondary Scheduling
Legislative Updates
Other

6.C. Schedule of Meetings and Events
Chair Lofald presented the Schedule of Meetings and Events.

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole *(May 7, 2024)*
Assistant Superintendent Bonds presented the Monthly Committee of the Whole report.
Discussion was had.

7.B. Human Resources/Business Services Committee *(May 13, 2024)*
Member Sadowski presented the HR/Business Services Committee Meeting report.
Discussion was had.

7.C. Policy Committee *(May 7, 2024)*
Member Loeffler-Kemp presented the Policy Committee Meeting report.
Discussion was had.

8. General Board Committee Updates
Member Sadowski presented the Head Start Policy Council report.
Member Loeffler-Kemp presented the Federal Programs Advisory Committee and Quality Steering Committee reports.

9. Consent Agenda
Move to approve the Consent Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

10. Resolutions from Committee Reports

10.A. B-5-24-4027 - Acceptance of Donations to Duluth Public Schools
Move to approve B-5-24-4027 Acceptance of Donations to Duluth Public Schools. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

10.B. B-5-24-4028 - Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) EDIAM Financial
Move to approve B-5-24-4028 Designation of the Superintendent as the Identified Official with Authority (IOwA) for MN Dept. of Education (MDE) EDIAM Financial. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

11. Special Resolutions and Action Items

11.A. SP-5-24-4029 - Canvassing Returns of Votes for the School District Special Election of May 14, 2024
Move to approve SP-5-24-4029 Canvassing Returns of Votes for the School District Special Election of May 14, 2024. This motion, made by Jill Lofald and seconded by Rosie

Loeffler-Kemp, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

11.B. SP-5-24-4030 Declaring the First Friday in June to be National Gun Violence Awareness Day

Move to approve SP-5-24-4030 Declaring the First Friday in June to be National Gun Violence Awareness Day. This motion, made by Rosie Loeffler-Kemp and seconded by Amber Sadowski, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

12. Questions / Other

13. Adjournment

Move to adjourn at 8:38 p.m. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.
Kelly Durick Eder: Absent, Sarah Mikesell: Absent, Stephanie Williams: Absent, Henry Banks: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Amber Sadowski: Yea
Yea: 4, Nay: 0, Absent: 3

Chair Lofald

Clerk Sadowski

HUMAN RESOURCES ACTION ITEMS FOR: June 18, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BERGSTROM, ALISON A	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 9, 1.0, PECK A. LOA	08/26/2024
CARLSON-DYBING, MATTEA S	SPED RESOURCE TEACHER/MYERS-WILKINS, (BA) III 2, 1.0, NEVIN L. DISPLACED	08/26/2024
EK, HAILEY N	SPED RESOURCE/LINCOLN PARK, (MA+15) IV 6, 1.0, PLESHA S. RESIGNED	08/26/2024
FITZPATRICK, AMY D	ELEMENTARY ART SPECIALIST/STOWE, LAKEWOOD, (BA)III 8, 1.0, PUTZ A. TRANSFER	08/26/2024
HANSEN, JAMES A	EARTH SCIENCE/DENFELD, (MA) IV 9, 1.0, BOHAN B. DISPLACED	08/26/2024
HEIL, ALEXANDER H	SPED SOCIAL WORKER/HOMECROFT, (MA+45) IV 9, 0.6, ERICKSON S. TRANSFER	08/19/2024
HILTNER, MIKAYLA G	SPED RESOURCE TEACHER/ORDEAN, (BA+15) III 4, 1.0	08/26/2024
HOOPER, NATALIE R	ELEM. ART SPECIALIST/MYERS-WILKINS, (BA) III 2, 0.8, CAPISTRANT-KINNEY E. DISPLACED	08/26/2024
LAURENT, APRIL L	ALTERNATIVE TO SUSPENSION COORD, TOSA/LINCOLN PARK, (MA)IV 9, 1.0, WENTWORTH L. TRANSFER	08/26/2024
MCMAHON, CHRISTINA M	SPED RESIDENTIAL ELEM./ROCKRIDGE, (MA) IV 8, 1.0, ECKEL J. DISPLACED	08/26/2024
MIX, JODI A	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (BA+15) 333 8, 1.0, BRAUD P. TRANSFER	07/15/2024
NICHOLSON, LISA J	PRINCIPAL/MYERS-WILKINS, 44WK, CLASS IV 4, $128,111.00	08/12/2024
POWLESS, KELLIE A	HOURLY DAE INSTRUCTOR/DAE, 14/38WKS, $30.00/HR	06/11/2024
ROTH, BRITTANY M	ELEM. MUSIC SPECIALIST/LAKEWOOD/STOWE, (MA)IV 9, 1.0, HAGGEN A. TRANSFER	08/26/2024
STEWART, OLIVIA M	7/8 ENGLISH/ORDEAN, (BA+30) III 4, 1.0, TRACEY P. RETIRED	08/26/2024
VERBRUGGE, LEAH C	SPED EBD RESOURCE TEACHER/PIEDMONT, (BA+30) III 2, 1.0, SIEMSEN M. DISPLACED	08/26/2024

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
DEVRIENDT, CALLIE S	SEL SPECIALIST TOSA/DISTRICT WIDE	08/16/2024 06/04/2027

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
BABINEAU, BENJAMIN R	SPED RESOURCE ASD - ORDEAN-EAST MS	06/07/2024
HORTON, LAURA A	GUIDANCE COUNSELOR SECONDARY-EAST HS	06/17/2024
SHERMOEN, BETH S	ELEM PRINCIPAL - PIEDMONT ES	06/21/2024
VANALST, MOLLY M	ELEM MUSIC - MYERS-WILKINS	06/07/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
HUGHES, DOUGLAS E	BUSINESS ED - ORDEAN-EAST MS	07/01/2024
SORENSEN, CAROLINE F	SCIENCE/BIOLOGY - EAST HS	06/10/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BAKKEN, LAUREL L	HOURLY SUB CUSTODIAN/ORDEAN, 14/38WKS, $15.00/HR	05/07/2024
GISSENDANNER, JOHN O	CUSTODIAN I/DENFELD, 40/52WKS, $17.52/HR	05/29/2024
MROUE, EMILY T	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, $20.04/HR, PETERSON C.	09/03/2024
ODDEN, SAMUEL D	SPED STUDENT SPECIFIC SETTING III/DENFELD, 32.5/38WKS, $21.27/HR, ANDERSON K.	08/26/2024
PLZAK, BENJAMIN P	SPED BW PARA/EAST, 32.5/38WKS, $19.88/HR, WIEBER A. TRANSFER	08/26/2024
SIERS, LIAM H	CUSTODIAN I/EAST, 40/52WKS, $17.52/HR, RICHIE D. TERMINATED	05/13/2024

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
WILSON, KATHLEEN M	OSS - EAST INTERMITTENT LEAVE STARTING 5/7	05/07/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
DEGLER, HEATHER A	SPED PROG PARA SETTING III/IV - CHESTER CREEK	06/06/2024
FREESE, TERA W	SPED ECSE PARA - DW	06/07/2024
JAHNKE, RYAN M	NETWORK ENGINEER II - DSC	05/31/2024
KALAMARIS, KRISTIN M	SPED BW PARA - MYERS-WILKINS	05/03/2024
LORBIECKI, MARY G	SPED BW PARA - CONGDON PARK ES	06/07/2024
MEAD, LILY I	SPED PROG PARA SET III/IV - STOWE ES	06/07/2024
NELSON, ELIZABETH L	ECSE PARA - DW	05/31/2024
SPOONER, EMMA C	INSTRUCTIONAL PARA / MYERS-WILKINS ES	06/07/2024
WILLIAMS, SOPHIE H	PRE K PROG PARA - MYERS-WILKINS ES	06/05/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
BECK, ELIZABETH A	SPED PROG PARA - ROCKRIDGE ACADEMY	08/01/2024
BEDARD-ZIGICH, THERESE M	SPED BW PARA - PIEDMONT	06/07/2024
JOHNSON, PATRICIA L	CHLD NUTR SECONDARY PROD MGR - EAST HS	06/06/2024
SHEARER, JACK D	CERT LIFEGUARD PARA - ORDEAN-EAST MS	11/01/2024

CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Title of Immediate Supervisor: Community Education Coordinator	**Department:** Community Education	**FLSA Status**: Non-Exempt
Accountable For (Job Titles): N/A		**Pay Grade Assignment**:

General Summary or Purpose Of Job:

This position serves as the point of contract for activities related to Duluth Public Schools' safe routes to school plan, providing a critical link between multiple municipal partners and Duluth public schools administration staff, students, and community. The SRTSC will create an important program that educates students and the community about the benefits of walking and biking to school and encourages equitable student participation. This position will work with school district leadership and municipal partners to enforce and evaluate safe routs to schools' activities, as well as collaborate with school district leadership and the city of Duluth transportation engineer to address infrastructure projects outlined in the District Safe Route to Schools plan.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Coordinates and leads Safe Routes to School programs and committees; coordinates projects as assigned that result in increased participation in active transportation for all students in the school district.	
2.	Convene SRTS committee at the district level that includes district leadership, city leadership, students, parents and community groups. Develop relationships with leadership and staff of individual schools, engineering staff at the City of Duluth and other interested organizations.	
3.	Document and track SRTS meetings, activities, updates and events	
4.	Assess existing and past SRTS activities, identifying barriers to walking and biking to schools	
5.	Develops systems, strategies, and resources that promote active transportation, and especially participation in walking or biking to school	

6.	Conduct the National Center for STRS Parent survey and Student Travel Tally. Responsible for distribution, collection and submission of surveys to National Center for processing. Responsible for communicating survey to school administrators and ability to provide multiple reminders to local administrators to complete it.	
7.	Responsible for leadership and oversight of the MnDOT SRTS grant including budget and grant reporting. Review infrastructure project to ensure timelines are met	As required

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

- Bachelor's degree in public health, education, communication, social work. Public administration, or other related field
- One (1) year of demonstrated experience coordinating or overseeing programs related to community engagement, outreach, and/or education

Certification or Licensing Requirements (prior to job entry):

Knowledge Requirements:

Requires knowledge of:

- Experience working with diverse communities from various cultural and linguistic backgrounds
- Experience in the public sector and/or working with School Districts is highly desirable
- Experience participating in some part of Minnesota's Safe Routes to School to program is preferred
- Experience in maintaining a database and authoring progress reports
- Experience in establishing networks with key stakeholders in the district, potentially including public health agencies, local law enforcement, local government staff/officials, parks and recreation departments

CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Skill Requirements:

Skilled in:

- Demonstrated excellent communication, organization, and partnership building skills
- Demonstrated skills using Google Suite (Sheets, Forms, Docs)
- Ability to convene and coordinate various groups from many sections
- Ability to lead/facilitate event coordination including event planning and execution

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

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

General Environmental Conditions:

- Work is typically performed inside. Some outside duty time may be scheduled and expected in performance of this position
- There may be some lifting and moving of materials and/or equipment, typically less than 30lbs, in performance of this position

General Physical Conditions:

Work can be generally characterized as: Office Setting

TITLE: Safe Routes to School Coordinator

Sedentary Work:

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

Job Classification History:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
June 11, 2024 Committee Meeting
BUDGET SUMMARY

5/7/2024

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET	23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED	23-24 BUDGET BALANCE	Percent spent 6/5/2024
FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June	
General 1	$ 126,200,922.80	$ 127,479,614.46	$ 99,939,812.46	$ (2,621.61)	$ 27,542,423.61	78%
Food Service 2	$ 4,039,200.00	$ 6,000,000.00	$ 4,736,952.32	$ (40.30)	$ 1,263,087.98	79%
Transportation 3	$ 7,020,941.12	$ 7,020,941.12	$ 3,553,866.22	$ -	$ 3,467,074.90	51%
Community Ed 4	$ 8,495,545.00	$ 8,516,152.95	$ 4,542,999.19	$ -	$ 3,973,153.76	53%
Operating Captial 5	$ 2,742,547.00	$ 2,742,547.00	$ 2,889,769.51	$ -	$ (147,222.51)	105%
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	$ 917,762.75	$ -	$ 32,237.25	97%
Student Acitivity 79	$ 58,406.00	$ 585,259.43	$ 379,902.79	$ -	$ 205,356.64	65%
REVENUE TOTALS:	**$ 173,430,884.92**	**$ 177,217,837.96**	**$ 119,348,588.14**	**$ (2,661.91) $ -**	**$ 57,871,911.73**	67%

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET	23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED	23-24 BUDGET BALANCE	
FUND	Jul-23	JULY 23-24	July - June	July -June	July - June	
General 1	$ 120,283,293.86	$ 129,794,581.87	$ 105,671,213.78	$ 2,944,594.34	$ 21,178,773.75	84%
Food Service 2	$ 4,012,876.00	$ 6,002,502.00	$ 4,388,831.98	$ 665,025.44	$ 948,644.58	84%
Transportation 3	$ 6,268,632.76	$ 6,749,632.76	$ 9,022,659.18	$ 340,070.09	$ (2,613,096.51)	139%
Community Ed 4	$ 7,630,865.00	$ 9,071,785.95	$ 7,439,702.87	$ 18,329.96	$ 1,613,753.12	82%
Operating Captial 5	$ 7,999,619.25	$ 7,999,619.25	$ 10,431,534.42	$ 408,323.94	$ (2,840,239.11)	136%
Building Construction 6	$ -		$ 3,985,143.95	$ 1,329,359.70	$ (5,314,503.65)	
Debt Service Fund 7	$ 23,640,000.00	$ 23,640,000.00	$ 26,932,409.17	$ -	$ (3,292,409.17)	114%
Trust Fund 8	$ 253,750.00	$ 253,750.00	$ -	$ -	$ 253,750.00	0%
Dental Insurance Fund 20	$ 915,000.00	$ 915,000.00	$ 941,360.02	$ -	$ (26,360.02)	103%
Student Acitivity 79	$ 306,948.00	$ 276,264.96	$ 229,663.87	$ 10,878.49	$ 35,722.60	87%
EXPENSE TOTALS	**$ 171,310,984.87**	**$ 184,703,136.79**	**$ 169,042,519.24**	**$ 5,716,581.96 $ -**	**$ 9,944,035.59**	95%

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 41,401.00
Program 110 Admin	$ -
Program 108 Tech	$ 1,974,568.17
Program 203 Elem	$ 1,445,780.97
Program 211 Secondary	$ 2,525,976.39
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ 423,450.26
Program 740 Pupil Engage	$ 11,491.55
	$ 6,422,668.34

Ex Curricular		Fund 01
Program 298	Revenue	$ 563,903.68
Program 298	Expense	$ 641,388.30

Fundraisers Reported
May 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
District-Wide	Unity in Our Community	$300.00	Chipotle will be hosting a fundraiser

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **Annual Quotes for District Wide Contract Services**

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at $23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at $28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at $11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

RFP TABULATION

ANNUAL INSPECTION AND SERVICE TO BOILERS

for the period of July 1, 2024 through June 30, 2025

RFP #321

Tuesday, May 14, 2024, 10:45 a.m.

			A.G. O'Brien	A.W. Kuettle & Sons	Carlson Brothers	Carlson Duluth	General Heating	The Jamar Company	Johnson Controls	UHL Company
1	Congdon Park	3						$1,785.00	$1,404.00	$1,800.00
2	Denfeld HS	7						$3,965.00	$3,113.00	$4,200.00
3	District Service Center	2						$1,240.00	$976.00	$1,200.00
4	East HS	7						$3,965.00	$3,113.00	$4,200.00
5	Facilities	2						$960.00	$976.00	$1,200.00
6	Homecroft	3						$1,785.00	$1,404.00	$1,800.00
7	Lakewood	2						$1,240.00	$976.00	$1,200.00
8	Laura MacArthur	3						$1,785.00	$1,404.00	$1,800.00
9	Lester Park	2						$1,240.00	$976.00	$1,200.00
10	Lincoln Park MS	3						$1,785.00	$1,404.00	$1,800.00
11	Lowell	2						$1,240.00	$976.00	$1,200.00
12	Myers-Wilkins	3						$1,785.00	$1,404.00	$1,800.00
13	Ordean East MS	3						$1,785.00	$1,404.00	$1,800.00
14	Piedmont	2						$1,240.00	$976.00	$1,200.00
15	Rockridge	2						$1,240.00	$976.00	$1,200.00
16	Stowe	2						$1,240.00	$976.00	$1,200.00
17	Transportation	2						$960.00	$976.00	$1,200.00
TOTAL AMOUNT OF QUOTE		**50**	no bid	no bid	no bid	no bid	no bid	$29,240.00	$23,434.00	$30,000.00
Aerco 24-Month Service Charge								$1,290.00	$175.00	$600.00
EMERGENCY SERVICES (Call Out Hourly Rate)										
Regular Hourly Rate								$145.00	$195.00	$158.00
Overtime Hourly Rate								$217.50	$292.50	$237.00
Sunday and Holiday Hourly Rate								$290.00	$390.00	$316.00
Factory Trained Personnel								N	Y	Y

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **RFP #322 Electrical Labor - High Voltage & Low Voltage**

RFP #322 for the T & M contract for Electrical Labor - High Voltage & Low Voltage from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties was sent to 3 vendors

Two (2) vendors responded with the following results:

Vendor	Total
Benson Electric	$49,150.00
Hunt Electric	$48,225.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve accepting and rewarding the RFP meeting specifications as submitted to Benson Electric and not Hunt Electric because of the labor price on the Journeyman labor rate. Benson is at $107.00 and Hunt is at $135.00. It is a better value for the School District to go with the lower rate, since they always send out a Journeyman and not an Apprentice. The quote tabulation is attached for your reference.

Bryan Brown will be at the Board Meeting on June 13th to answer any questions.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

RFP TABULATION
ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE
for the period of July 1, 2024 through June 30, 2025
RFP #322
Tuesday, May 14, 2024, 10:00 a.m

Vendor	Journeyman	Apprentice level 6 (85%)	Apprentice level 5 (75%)	Apprentice level 4 (65%)	Apprentice level 3 (55%)	Apprentice level 2 (50%)	Apprentice level 1 (45%)	Low Voltage Technician	Low Voltage Installer	**Total Annual Amount of Bid**
Belknap Electric, Inc.										
1513 Belknap										no bid
Superior, Wisconsin 54880										
Benson Electric Co.	$107.00	$90.00	$80.00	$69.00	$58.00	$53.00	$48.00	$104.00	$74.00	
1102 North 3rd Street	$21,400.00	$2,250.00	$2,000.00	$1,725.00	$1,450.00	$1,325.00	$1,200.00	$10,400.00	$7,400.00	$49,150.00
Superior, Wisconsin 54880	$160.50	$135.00	$120.00	$103.50	$87.00	$79.50	$72.00	$156.00	$111.00	
Hunt Electric Corporation	$135.00	$63.00	$56.00	$48.00	$41.00	$32.00	$209.00	$98.70	$46.30	
4330 West 1st Street, Suite B	$27,000.00	$1,575.00	$1,400.00	$1,200.00	$1,025.00	$800.00	$725.00	$9,870.00	$4,630.00	$48,225.00
Duluth, Minnesota 55807	$216.00	$126.00	$112.00	$96.00	$82.00	$64.00	$58.00	$128.55	$62.85	

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **Annual Quotes for District Wide Contract Services**

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at $23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at $28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at $11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

RFP TABULATION

GLASS REPLACEMENT SERVICES

for the period of July 1, 2024 through June 30, 2025

RFP #323

Tuesday, May 14, 2024 - 10:15 a.m.

Vendor	HOURLY RATE Regular	Overtime	Holiday	Type of Glass	THICKNESS (price per sq. ft.) 1/4"	3/16"	1/8"	Mullion	Total Annual Amount of Quote
				single clear laminated					Total Labor
				single clear tempered					
				single double strength					Total Material
				double clear annealed					
				double colored annealed					Total Amount of Quote
				double clear tempered					
				double colored tempered					
St. Germain's Glass Co 212 North 40th Avenue West Duluth, Minnesota 55807 phone: 218-628-0221				*single clear laminated*					Total Labor
				single clear tempered					
				single double strength					Total Material
				double clear annealed					
				double colored annealed					Total Amount of Quote
				double clear tempered					
				double colored tempered					no bid
Superior Glass, Inc. 823 Belknap Street Superior, Wisconsin 54880 phone: 715-394-5588	$88.71	$113.51	$130.31	*single clear laminated*	$14.58		$10.65	$5.00	Total Labor $26,613.00
				single clear tempered	$8.35	$8.35	$7.98		
				single double strength			$4.13		Total Material $1,931.80
				double clear annealed	$15.55				
				double colored annealed	$15.94				Total Amount of Quote $28,549.80
				double clear tempered	$21.80				
				double colored tempered	$20.37				
The Glass Guru of Duluth 102 East Central Entrance Duluth, Minnesota 55811 phone: 218-624-2119				*single clear laminated*					Total Labor
				single clear tempered					
				single double strength					Total Material
				double clear annealed					
				double colored annealed					Total Amount of Quote
				double clear tempered					
				double colored tempered					no bid

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Finance & Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP-327 Bus Transportation Services**

Date: May 30, 2024

An RFP for district wide Bus Transportation Services was advertised in the Duluth News Tribune.

One (1) vendor responded meeting required specification.

VENDOR
VOYAGEUR BUS COMPANY INC

Members of the Transportation Department (Jeremy Kasapidis) and the Purchasing Department (Cathy Holman) analyzed the RFP for accuracy and fulfillment.

Jeremy Kasapidis, Manager of Transportation, recommends accepting VOYAGEUR BUS COMPANY INC'S RFP meeting specifications as submitted.

Fund: 03 E 013 760 720 760 000
03 E 013 760 723 760 000

Program: Transportation

Fund Custodian: Jeremy Kasapidis/Transportation

May 30, 2024	**RFP #327 BID TABULATION FOR BUS TRANSPORTATION SERVICES**			
COMPANY	MANAGEMENT FEES	OPENED BY	REVIEWED BY	RECOMMEND TO SCHOOL BOARD
VOYAGEUR BUS COMPANY	TBD BASED ON CRITERIA	JEREMY KASAPIDIS	JEREMY KASAPIDIS	X
		CATHY HOLMAN	CATHY HOLMAN	
		BRETT MENSING		
		ZACH DECARO		

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8907

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP # 328 CRACK FILLING AND SEALCOATING**

Date: June 7, 2024

RFP #328 Crack Filling and Sealcoating for 12 district sites was sent to 8 vendors.

Two (2) vendors responded with the following results:

VENDOR		**TOTAL**
Asphalt of Duluth	5 Schools	$33,095.00
Sinnott Blacktop	7 Schools	$98,800.00

The Facilities Department staff, Bryan Brown and Chris Stoffel reviewed the bids.

Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by Asphalt of Duluth the following Schools: LMAC, Lester Park, Rockridge, Congdon and Myers-Wilkins as the best value for the school district.

Furthermore, Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by Sinnott Blacktop the following Schools: Denfeld, Stowe, Ordean, Lowell, Piedmont, Lincoln Park, & Lakewood as the best value for the school district.

Bryan Brown will be at the HR/Business Services meeting on June 11th to answer any questions.

Program: Facilities

Fund Custodian: Bryan Brown, Facilities

CONTRACTOR	BUILDING	SEAL COAT	CRACK FILL	TOTAL	
Sinnott	DENFELD	16,700.00	6,600.00	23,300	✓
↓ ↓	LMAC	5,200.00	1,700.00	6,900	
	STOWE	6,500.00	3,700.00	10,200	✓
	LEASTER PARK	5,500.00	2,200.00	7,700	
	ROCKRIDGE	6,200.00	1,700.00	7,900	
	CONGDON	5,200.00	2,200.00	7,400	
	ORDEAN	7,300.00	2,700.00	10,000	✓
	MYERS-WILKINS	6,400.00	1,700.00	8,100	
	LOWELL	9,200.00	6,900.00	16,100	✓
	PIEDMONT	6,100.00	4,100.00	10,200	✓
	LINCOLN PARK	13,000	6,200.00	19,200	✓
	LAKEWOOD	7,200.00	2,600.00	9,800	✓
				136,800	

CONTRACTOR	BUILDING	SEAL COAT	CRACK FILL	TOTAL	
Asphalt of Duluth	DENFELD	22,320.00	8,250.00	30,570	
↓ ↓	LMAC	4,855.00	750.00	5,605	✓
	STOWE	7,405.00	4,313.00	11,718	
	LEASTER PARK	5,502.00	1,875.00	7,377	✓
	ROCKRIDGE	6,638.00	750.00	7388	✓
	CONGDON	4,500.00	1,125.00	5625	✓
	ORDEAN	8,867.00	3,713.00	12,580	
	MYERS-WILKINS	6,162.00	938.00	7100	✓
	LOWELL	10,200.00	8,250.00	18,460	
	PIEDMONT	7,057.00	4,050.00	11,107	
	LINCOLN PARK	16,016.00	7,875.00	23,891	
	LAKEWOOD	8,569.00	3,000.00	11,569	
				152,980	

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **June 4, 2024**

Re: **Annual Quote for District Wide Inspection and Testing of Fire Alarm Systems**

The following quote is for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4393 – District-Wide Annual Inspection and Testing of Fire Alarm Systems
Northland Fire & Safety – Total Annual Cost estimated at $28,150.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with this contractor based on their low quote. A quote tabulation is attached for your reference. If you concur, please sign all the attached agreement.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

QUOTE TABULATION

ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

for the period of July 1, 2024 through June 30, 2025

QUOTE #4393

Tuesday, May 14, 2024, 11:00 a.m.

	Johnson Controls	Per Mar Security	Summit Companies	Northland Fire & Safety	
1) District Services Center			$531.00	$485.00	
2) Facilities			$257.00	$335.00	
Sensitivity Testing FY27			$408.00	$330.00	
3) Transportation			$210.00	$245.00	
4) DNT			$320.00	$945.00	
Sensitivity Testing FY25			$480.00	$1,175.00	
5) Congdon Park ES			$1,300.00	$695.00	
Sensitivity Testing FY27			$2,245.00	$1,065.00	
6) Denfeld HS			$9,324.00	$3,500.00	
Sensitivity Testing FY26			$17,685.00	$4,095.00	
7) East HS			$1,924.00	$1,200.00	
Sensitivity Testing FY26			$2,391.00	$1,250.00	
8) Homecroft ES			$1,703.00	$645.00	
9) Lakewood ES			$1,236.00	$550.00	
10) Laura MacArthur ES			$3,184.00	$770.00	
Sensitivity Testing FY26			$5,668.00	$1,100.00	
11) Lester Park ES			$1,306.00	$470.00	
Sensitivity Testing FY26			$2,251.00	$505.00	
12) Lincoln Park MS			$2,437.00	$590.00	
Sensitivity Testing FY25			$4,233.00	$750.00	
13) Lowell ES			$3,126.00	$950.00	
14) Myers-Wilkins ES			$3,440.00	$825.00	
Sensitivity Testing FY27			$6,403.00	$1,200.00	
15) Ordean East MS			$1,440.00	$780.00	
Sensitivity Testing FY25			$2,292.00	$1,100.00	
16) Piedmont ES			$1,621.00	$590.00	
Sensitivity Testing FY26			$2,799.00	$820.00	
17) Rockridge Academy			$1,085.00	$450.00	
18) Stowe ES			$1,469.00	$510.00	
Total Amount (Sensitivity)			$46,855.00	$13,390.00	
Total Amount (1-18)			$35,913.00	$14,760.00	
TOTAL AMOUNT OF QUOTE	no bid	late bid	$82,768.00	$28,150.00	

Smoke/Heat Detector			$12.00	$1.50	
Signaling Notification Device			$6.00	$1.00	
Other Initiating Device			$12.00	$1.50	
Accessory Device			$12.00	$1.50	

Kitchen Hood Cleaning			$13,750.00	$6,592.00	
ANSUL System Inspection			$6,810.00	$5,273.18	

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **Annual Quotes for District Wide Contract Services**

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at $23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at $28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at $11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

QUOTE TABULATION

ANNUAL TESTING & MAINTENANCE OF SPRINKLER SYSTEMS - QUOTE #4394

for the period of July 1, 2024 through June 30, 2025

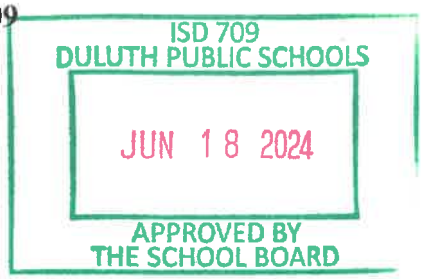
Tuesday, May 14, 2024, 11:15 a.m.

		A.G. O'Brien	Johnson Controls	Summit Fire Protection	Viking Automatic		
1	District Service Center			$210.00			
1A	Hydrant Inspection						
2	Transportation			$350.00			
3	Facilities			$210.00			
4	Congdon Park ES			$525.00			
5	Denfeld HS			$2,125.00			
6	East HS			$625.00			
6A	Hydrant Inspection			$95.00			
7	Homecroft ES			$210.00			
8	Lakewood ES			$210.00			
8A	Fire Pump Testing			$450.00			
9	Laura MacArthur ES			$375.00			
10	Lester Park ES			$625.00			
11	Lincoln Park MS			$775.00			
11A	Fire Pump Testing			$450.00			
11B	Hydrant Inspection			$195.00			
12	Lowell ES			$350.00			
12A	Hydrant Inspection			$95.00			
13	Myers-Wilkens ES			$875.00			
14	Ordean East MS			$1,100.00			
15	Piedmont ES			$625.00			
16	Rockridge Academy			$210.00			
16A	Hydrant Inspection			$95.00			
17	Stowe ES			$210.00			
17A	Hydrant Inspection			$150.00			
Total Amount of Quote		no bid	no bid	$11,140.00	no bid		

Hourly Service Rate

During normal working hours			$95.00			
After normal working hours			$125.00			
Sunday & holiday working hours			$155.00			

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, MN. 55811



SCHOOL TRANSPORTATION SERVICES AGREEMENT

FINAL

This AGREEMENT (the "Agreement") is made effective July 1, 2024, by and between Independent School District 709, in the city of Duluth and of the State of Minnesota, hereinafter described as "ISD 709" and Voyageur Bus Company, Inc. hereinafter described as "Vendor." ISD 709 and Vendor may sometimes be referred to collectively as "Parties" or individually as "Party."

WHEREAS, ISD 709 desires student transportation services to transport certain of its students served by ISD 709 during its school year and summer school.

WHEREAS, Vendor agrees to operate student transportation and school bus services within and about the geographical boundaries of ISD 709.

WHEREAS, ISD 709 has selected Vendor to furnish student transportation services to certain ISD 709 students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, ISD 709 and Vendor agree as follows:

I. AGREEMENT TERM, RENEWAL

1. Term. This Agreement shall commence on July 1, 2024 (the "Commencement Date") and shall terminate on June 30, 2026 (the "Termination Date") and includes Summer Transportation (hereafter defined in Section II, F.) The period from the Commencement Date to the Termination Date, as amended or extended by the Parties, shall be referred to as the "Term."

2. Renewal. Vendor reserves the right to extend or renew this Agreement with or without modifications for additional eight (8) years, with good faith discussions commencing no later than June 1, each additional year. Any modifications for a renewal term shall be mutually agreed to by the parties and memorialized by a written amendment.

3. In addition, Vendor does hereby grant ISD 709 the right to renew this Agreement at the end of the second year (June 30, 2026). The general terms and conditions of said Agreement for subsequent year(s) as well as payment for the specific items thereof to be determined by negotiations. Such negotiations will begin no later than April 1st, 2026. All modifications will be mutually and timely agreed upon in writing.

II. SCHOOL TRANSPORTATION SERVICES

A. REGULAR TRANSPORTATION SPECIFICATION

1. Type of transportation: Regular school bus service to public and non-public schools, and regular school bus service for partial day programs.

    a. The actual number and size of buses required will be determined on the basis of actual student count, prior to the start of each school year. Bus needs are re-

evaluated each year prior to the start of school. ISD 709 generally plans for 71-passenger school buses for its regular bus services. ISD 709 Transportation Manager shall be responsible for scheduling times, stops, and the order in which runs and routes are organized.

b. ISD 709 will attempt to maintain the same proportion of bus sizes from year to year, although the Vendor is urged to participate in the summer planning of the next year's routes to maintain maximum input and awareness of ISD 709's plans.

c. For the purpose of establishing a regular transportation price, the Vendor shall quote on the basis of 173 school days for the regular school year (subject to change). For each day under 173 school days that is not required, the Daily Rate in accordance with Appendix A shall be reduced by 1/173. In the event the required school days fall below 170, Parties agree to negotiate adjusted rates in good faith.

d. ISD 709 reserves the right to schedule a practice run prior to the start of the school year at a rate mutually agreed upon.

2. Vendor agrees that the estimated number of students it needs to provide transportation to are as follows: approximate total of Elementary (grades 1-5) 3800, middle school (grades 6-8) 2000, high school 2770. (Subject to change).

3. ISD 709 owns and operates a fleet of 21 school buses. For the school year 2024-2025, ISD 709 has contracted with Vendor for 65 a.m. and 63 p.m. yellow school buses *(includes special needs)*. These numbers are subject to change.

4. Eligibility distances from home to school (subject to change):

Classes	Maximum Walking Distance from Home to School	Exceptions
Elementary School	.7 miles	Hazardous Conditions
Middle School	1.0 miles	Hazardous Conditions
High School	1.0 miles	

5. See attached schedules for current school hours and grade configurations.

B. MIDDAY TRANSPORTATION

Vendor shall provide necessary midday transportation services as determined by the District. Kindergarten runs and/or shuttle runs shall be made between the morning and afternoon runs. The kindergarten runs and/or shuttle runs may overlap the morning and/or afternoon runs.

C. LATE ACTIVITY BUSES

1. In accordance with Appendix B, late activity buses for middle school(s) may be scheduled for student take-home after regular dismissal time.

2. Activity routes will be scheduled after regular school routes are cleared.

D. SPECIAL EDUCATION TRANSPORTATION SPECIFICATIONS

1. Vendor shall provide necessary special education transportation services as determined by the District.

2. Students are placed in various programs both in the school district, and in other districts around the area. ISD 709 agrees to make a reasonable effort to operate efficiently by utilizing any bus under contract or owned by ISD 709 to provide transportation service. All special education transportation will comply with any and all Minnesota applicable statutes and rules concerning transportation of handicapped students.

3. ISD 709 shall determine the type of vehicle used to transport disabled students based on the disabling conditions of those students. Such vehicles shall comply with the provision of Minnesota Statute Sec. 169.4501; 169.4502; 169.4503; 169.4504.

3 All vehicles used to transport handicapped students shall be equipped with a two-way communications system and when requested, have a responsible aide employed by the Vendor to provide necessary assistance and supervision which cannot safely be provided by the driver.

4. Specifically adapted seats, supports, and/or protective devices that meet all applicable federal and state requirements shall be provided for all students who require such devices to ensure their safe transportation.

5. Any school bus used to transport students in wheelchairs shall be equipped with fastening devices that will hold such wheelchairs securely in a fixed position. All special equipment must meet applicable federal and state requirements for that vehicle.

6. Each driver of a vehicle for disabled students should be carefully selected to fulfill the unique requirements of the job. Drivers shall be assigned to each route on a regular basis whenever possible.

7. Each aide assigned to a vehicle transporting handicapped students, or the driver if no aide is assigned, or both, shall:

   a. Have available to them, in the vehicle, a type written card indicating the student's name, address, nature of the student's handicaps, emergency health care information, names and telephone number of student's physician, parents, guardians and/or custodians, same of person other than student's parents/guardians who can be contacted in case of emergency.

   b. Be instructed in the proper emergency health care procedures for the students under their care. In addition, within one (1) month after the effective date of assignment, participate in a program of in-service training on the proper methods for dealing with the specific needs and prob1ems of those students.

c. Assist such children on and off the bus when necessary for their safe ingress and egress from the bus.

d. Ensure that protective safety devices, as required, are in use and fastened properly.

8. ISD 709 contracted for up to twenty (20) special needs buses in 2023-2024. ISD 709 anticipates a similar need in 2024-2025.

E. CHARTER SERVICE

1. Vendor shall provide necessary charter services as determined by the District.

2. If the Vendor provides buses for charter trips, all appropriate sections of the Agreement shall apply to such buses and their operations.

3. Generally, the Vendor may expect at least three (3) working days' notice for charter trip orders. Written notice may be required by Vendor if order forms are furnished and if orders are picked up by the Vendor. When orders do not meet the three (3) day minimum, the Vendor may deny the request if drivers or equipment are not available.

4. The minimum charter cancellation time will be four (4) hours. Should minimum cancellation times not be followed for charter orders, ISD 709 will pay a penalty charge. Weather conditions that cause late cancellations will not result in charges under this provision.

4. It is anticipated that over 900 charter trips will be scheduled in 2024-2025.

F. SUMMER SCHOOL

1. Summer school transportation (herein "Summer Transportation") is similar to the needs of the school year. All special equipment needs of the regular school will apply.

The operating provisions governing this Agreement apply through the end of summer school.

2. Summer Transportation will be optional as approved each year by both Parties, which shall include but is not limited to the following:

a. Regular summer routes
b. Special education summer routes
c. Vocational summer routes
d. Summer school field trips

3. Summer Transportation rates shall be in accordance with Rate Schedule in Appendix A.

III. AGREEMENT PROVISIONS AND SPECIFICATIONS

A. COMPLIANCE WITH LAWS

1. The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State Department of Transportation and ISD 709 presently in effect or now or hereafter adopted and required. The Vendor will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions and any other regulations relating to the operations contemplated herein.

2. ISD 709 and Vendor agree in good faith to discuss any and all *additional* labor and operational costs incurred by Vendor arising directly or indirectly from legislative changes of law (the "Change in Law Events") which may impact the Rate Schedule. The Change in Law Events include, but not limited to: (i) Safe and Sick Time; and (ii) Unemployment Benefits to all Non-instructional Between Term Positions.

B. INSURANCE

1. The Vendor agrees at its sole expense, to procure and keep in force during the entire period of the Agreement, public liability insurance, property damage liability insurance, and workmen's compensation insurance. The specific coverages are for the protection and benefit of ISD 709 as well as the Vendor.

2. A certificate of insurance ("COI") naming ISD 709, its Board, officers, employees, and agents as an additional insured must be provided prior to the start of each school year. Failure of ISD 709 to insist upon or require certificates or other evidence of insurance, or acceptance of insurance, or acceptance of insurance certificates, or other evidence of insurance that shows a variance from the specified coverages will not constitute a waiver of the Vendor's obligation to provide specified insurance. The Vendor agrees it shall defend, hold harmless, and indemnify the ISD 709, its Board, officers, employees, and agents to the same extent as the specified insurance in the event the specified insurance is not obtained or kept in force and a claim arises within the scope of the specified insurance.

3. The Vendor shall include a provision in its insurance policy requiring the insurance carrier to immediately notify the ISD 709 in the event the Vendor is in default or arrears on payment of any premiums required and/or in the event the insurance policy is cancelled for any reason. The Vendor shall also obtain coverage for claims that arise after this Agreement terminates but which are based on injuries that occur during the time this Agreement is in effect.

4. Required minimum limits of insurance on COI are:

Coverage Type:	Occurrence Limit
General Liability	
Bodily Injury and Property Damage	$ 1,000,000
Automobile Coverage:	
Bodily Injury and Property Damage	$ 1,000,000

Worker's Compensation:	Statutory
Sexual Abuse or Molestation: Aggregate	$ 1,000,000
Umbrella Liability:	$ 4,000,000

5. No liability resulting from a vehicular accident, or negligence of Vendor, its drivers, employees or agents, or any international acts of Vendor, its drivers, employees or agent, will be assumed by ISD 709 its Board, employees or authorized representatives.

6. The Vendor agrees to hold harmless, defend and indemnify ISD 709, its Board, officers, employees, and agents from any and all third party claims, demands, losses, expenses, causes of action, and suits against ISD 709 caused in whole or in part by the negligence or intentional acts of the officers, employees and agents of the Vendor, and shall immediately give written notice of all claims or suits to ISD 709. The Vendor is responsible for ISD 709's reasonable attorney's fees and costs incurred in enforcing this paragraph.

7. To the extent permitted by law, ISD 709 shall hold Vendor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Vendor, its officers, employees, agents, successors and assigns from and against third party claims, which may be made by any act neglect, default or omission of ISD 709, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Vendor, its agents or employees.

8. Neither the Vendor or their officers, employees, or agents shall be held or deemed in any way to be the agent or employee of ISD 709. It is the intention of the Parties that the Vendor is and shall be considered an independent Vendor. No officer, employee, or agent of Vendor shall be deemed to be an officer, employee or agent of ISD 709, unless they are also an officer or employee of ISD 709.

C. PERFORMANCE BOND

Not requested.

E. PENALTIES

ISD 709 reserves the right to charge for incidents of non-performance at the rate of $50.00 per incident. ISD 709 shall provide the Vendor with written explanation of each incident of non-performance. The Vendor shall, upon receipt of said explanation, have five (5) school days in which to respond to the reported incident. ISD 709 shall make a determination as to whether the non-performance occurred and if so whether there are extenuating or mitigating circumstances which eliminate the need for the charge.

Non-performance shall include but is not limited to the following examples:

- Failure of the school bus driver to follow the bus route established by ISD 709. No unauthorized or "sweetheart" stops are allowed.
- Failure to notify ISD 709 of late vehicles within ten (10) minutes.

- Failure to notify ISD 709 immediately of an accident involving a contracted vehicle or failure to provide a written copy of the accident report within 72 hours.
- Failure to provide within two (2) hours, a list of students on board a bus that has been involved in a crash.
- Failure of drivers to be on their bus when students are on the bus.
- Violation of other ISD 709 established policies and procedures.

E TAXES

The Vendor shall pay taxes imposed on any equipment or service to be furnished so that there will be no liability on the part of ISD 709 for any type of tax assessed thereon.

Vendor agrees that it shall be solely responsible for its acts, and the acts of its employees, during the Term of this Agreement. Vendor agrees that it shall be responsible for all social security taxes, state and federal reemployment insurance premiums, withholding and payment of federal and state income taxes, premiums for worker's compensation insurance, and shall file all appropriate federal and state returns as necessary for independent vendors.

E . AGREEMENT TIMELINES

The Agreement will be considered effective upon the approval by ISD 709 School Board and a duly authorized ISD 709 representative(s) signing the Agreement.

This Agreement can only be signed by ISD 709 after receipt of the Certificate of Insurance and the Vendor's signature on the Agreement.

F. COMPENSATION

1. Rates. Rates for the 2024-25 school year shall be reflected in Appendix A, attached hereto and include daily transportation services, including regular, special education and midday busing. Pursuant to Section II F. SUMMER SCHOOL, Summer Transportation rates will be the same as the school year. No later than June 15, 2025 and in accordance with Appendix A, the Rate Schedules for 2025-26 will be negotiated in good faith and mutually agreed upon in writing.

2. Payment. Payment shall be made twice a month. The Vendor may bill charter or special trip buses on a weekly basis.

G. FORCE MAJEURE

No Party shall be liable for any interruption, delay or failure to perform any obligations under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of nature, fire, riot, war, picketing, civil commotion, strikes, labor disputes, pandemic (including the COVID-19 pandemic), lack of fuel, or other similar events ("Force Majeure Event").

In the event of a Force Majeure Event, Vendor shall promptly notify ISD 709. If Vendor cannot cure interruption to service within twenty (20) business days, ISD 709 and Vendor shall endeavor to find a reasonable resolution, which shall be mutually agreed upon in writing.

H. ASSIGNMENTS OR TRANSFERS

1. The Vendor shall not assign or transfer any part of its obligations and responsibilities in the Agreement without the prior written approval of ISD 709, so long as not unreasonably withheld.

2. All subcontractors hired by the Vendor to provide services required by this Agreement must receive prior written approval from ISD 709. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Vendor.

I. TERMINATION

ISD 709 may terminate this Agreement on June 30 of any year of the Agreement by 60 days written notice to the Vendor and with good cause.

Except for Section III G. FORCE MAJEURE, this Agreement may be terminated at any time by ISD 709 for nonperformance or failure to provide the transportation services outlined in Agreement during the period of Agreement.

It is understood and agreed that this Agreement is entered into and made pursuant to provisions of Minnesota Statutes and administrative rules adopted by federal and state agencies that apply hereto. In the event there is a conflict between any provision of this Agreement and/or any Federal law, state statute, or applicable federal and/or state administrative rule, such law, statute, or rule shall prevail. The Vendor and ISD 709 agree that in the event of any such conflict, they will negotiate in good faith to modify this Agreement to ensure compliance with such federal law, state statute, or administrative rule, and that such conflict shall not constitute grounds for termination of the remainder of Agreement.

IV. OPERATION PROVISIONS

A. SAFETY AND EFFICIENCY

The Vendor 's first concern shall be to provide safe transportation for students in ISD 709. ISD 709 strives to provide transportation services in the most efficient manner.

B. GENERAL SERVICES

The Vendor shall furnish, as part of this Agreement, equipment, drivers and adequate transportation services that shall meet all state and federal standards as well as ISD 709 requirements.

1. Select proper equipment which meets federal and state standards and ISD 709 Requirements.

2. Properly maintain equipment to prevent breakdowns, operational malfunctions, and accidents. (See Equipment Provisions, Section VI)

1. Provide a full-time terminal manager, dispatcher and driver-training supervisor who will coordinate all buses and equipment proposed for service and whose performance must be acceptable to ISD 709.

2. Provide route coordination as follows:

   a. Provide a route supervisor, acceptable to ISD 709, to work under the direction of ISD 709 transportation office to assist in:

      * preparation of annual plan of routing and scheduling buses
      * coordination of changes in routes or schedules
      * development of schedules for shuttle services

   b. Such route supervisor shall report to a site provided by ISD 709 according to the following schedule:

      * May 1 - September 30 up to 40 hours per week
      * October 1 - April 30 up to 20 hours per week

   c. Such route supervisor shall be knowledgeable of bus routing and scheduling procedures.

3. Provide safety supervisors who regularly monitor the drivers in ISD 709 and who are available for specific requests related to driver safety.

4. Select, train, supervise and motivate drivers in compliance with federal and state standards and ISD 709 requirements. Vendor shall be highly selective in the employment of drivers. Vendor is required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement for type A, C, or D school buses, or License Class D, C, B, A for Type III school buses and allow only qualified persons to drive buses. Vendor shall inform drivers of their responsibilities regarding the agreement between Vendor and ISD 709.

5. Immediately report to the ISD 709 transportation office all accidents involving buses on ISD 709 routes and provide follow-up accident investigation and complete reports as required. A written report of the accident including the names of drivers, passengers, and pedestrians for each party involved will be sent to ISD 709 transportation office within three (3) days of the accident.

6. Make sufficient buses available for use in the instruction of students in safety and bus ridership rules of behavior.

7. Provide such information and reports as necessary for ISD 709 to complete all required reports to the state. This has generally included route mileage, charter mileage, and load counts. ISD 709 at its discretion may request information on ridership and load counts throughout the contract year.

8. The books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by ISD 709 or its designated representative and the State auditor or Legislative auditor as deemed appropriate.

9. Remove from ISD 709 bus routes any driver who is unsatisfactory to ISD 709.

10. Run a DMV driver license record check once each year on each bus driver who operates a bus under this Agreement, and to provide a copy or the original listing of the report to ISD 709 for each driver. This report will be delivered to ISD 709 by October 1st of every year.

11. Immediately inform ISD 709 of any driver who is charged with or receives a conviction involving felonious or immoral behavior.

12. Post school bus rules provided by ISD 709 in each bus.

13. Cooperate fully with ISD 709 when directed to conduct school bus evacuation drills as set forth by state law.

14. The Vendor agrees that they will not discriminate against any individual in their hiring practices because of race, creed, color, gender, or national origin of an applicant or employee.

15. The Vendor has been advised and understands that it may have access to certain data that is classified as not public data pursuant to the Minnesota Government Data Practices Act. The Vendor agrees that such data shall have the same classification while in the possession of the Vendor as such data has while in possession of ISD 709. The Vendor agrees to return all such data to ISD 709 upon completion of the work performed under this Agreement, or sooner if requested by ISD 709, and shall retain no copies of such data; and further agrees that it shall not disseminate any such data to any organization or individual not employed by the Vendor.

C. DRUG TESTING/SCREENING

In the course of serving ISD 709, school bus drivers must not be under the influence of ability impairing substances.

1. All drivers must have controlled substance testing by a qualified laboratory or agency upon employment with the company as required by Title 49 Part 382 of the code of Federal Regulations. The Vendor shall furnish a copy of their drug testing policy and practices to ISD 709 upon execution of this Agreement.

2. If the Vendor fails to administer the drug screening, a chemical abuse assessment of the

driver by properly qualified personnel or agency must be submitted to ISD 709 prior to the driver's reassignment to a route within ISD 709's district.

3. Drivers who receive a prescription of a narcotic or other performance-altering medication will not be allowed to drive within ISD 709's district during the course of the medication.

D. TERMINAL FACILITIES

1. Vendor shall provide:
   a. A building adequate, by ISD 709 standards, for the maintenance and operation of the equipment provided;

   b. Office equipped with multiple extension phone system with the availability of telephone answering service so messages will be received and answered without delay;

   c. Office operates a base station for two-way radio communication to all contract fleet vehicles;

   d. Adequate indoor bus storage capacity; and

   e. Electrical outlets for engine heaters must be available for contract fleet vehicles not stored inside.

2. Facilities should be located near enough to provide services to any part of ISD 709 within thirty (30) minutes.

   a. Vehicles will be available at this site for stand-by and breakdown response.

   b. Should main terminal facilities not be located within the desired thirty (30) minute response time, a satellite parking facility adequate to accommodate 15% of the contract fleet vehicles during school busing hours must be provided.

V. PERSONNEL - BUS DRIVERS - BUS AIDES

A. QUALIFICATIONS

Drivers must meet the state qualifications as well as pass the Vendor's bus driving rules and regulations and hold a valid school bus driver's license for the assigned vehicle according to state and federal law. At no time will a Vendor's driver transport for ISD 709 in a school bus without a valid commercial driver's license and school bus endorsement.

B. CONDITIONS OF EMPLOYMENT

The drivers and aides must maintain the standards imposed on them by the Vendor. They are also required to attend scheduled ISD 709 or regional school bus driver's meetings for instruction and safety.

C. BUS DRIVER TRAINING

All bus drivers operating buses under this Agreement shall receive training according to the standards below.

1. New drivers not previously licensed to drive a school bus shall receive not less than twelve (12) hours of classroom and ten (10) hours of in-vehicle (actual driving time) instruction.

2. New drivers currently licensed to drive a school bus shall receive not less than 8 hours of classroom instruction, and an evaluation of their driving skills with necessary in-bus training to bring their skill levels up to acceptable levels.

3. Continuing drivers and all new drivers shall also receive training through safety meetings and through ISD 709 bus driver meetings that shall total at least 8 hours per year. These hours shall be reported to ISD 709 by the end of each contract year.

4. All drivers shall be trained to meet the requirements of Federal, State, and local rule and regulation.

D. DRIVER OBLIGATIONS

Vendor is to have the drivers adhere to the following:

1. To travel over the route and only make stops according to the timetable designated by ISD 709.

2. To keep the bus and other property used in transporting pupils clean and protected at all times when not in actual use and to exercise reasonable care in the use of such equipment.

3. To allow no person to drive the vehicle without the proper license.

4. To exercise the utmost care in protecting children from injury or exposure.

5. To be alert and observe all laws and rules relating to travel on public roads.

6. To observe all operating rules adopted by the Minnesota State Board of Education, Minnesota Department of Education, Minnesota Commissioner of Public Safety, and local School Board.

7. To remain in the bus whenever students are on or near the bus.

8. To maintain order among pupils at all times, to allow them to enter and to leave the bus only at pupil stops designated by ISD 709, and to report all cases of disobedience, improper conduct or speech, and cases of tardiness to the building principal where the student is enrolled. No student shall be expelled in the middle of a route.

9. To refrain from using profane or indecent language within hearing of the pupils and to tolerate none from them.

10. To abstain from the use of tobacco on the bus or on school property and allow no children to use tobacco in any form, including but not limited to e-cigarettes.

F. BUS DRIVER REPORT FILING

1. The driver must immediately report all accidents involving personal injury or property damage to the bus company. The driver must cooperate with the bus company in accident investigation per Section IV B.7.

2. The driver must report student misbehavior to the school building administration in a timely manner, using discipline report forms.

3. Current route schedules shall be carried on the bus, during route times. Any changes in routes must be officially approved and indicated on route copy prior to implementation.

G. BUS AIDES

1. Bus aides will be provided as required by Vendor to provide safety supervision for behavior problem bus riders. ISD 709 will provide notice when adding a bus aide to the route.
   a. Bus aides will attend all meetings and training as required by ISD 709.
   b. Bus aides will be transferred to any school district route upon request from ISD 709.

VI. EQUIPMENT PROVISIONS

1. Vendor-owned buses must meet the applicable State and Federal standards and specifications. They must be clean, neat-appearing and maintain suitable interior temperatures at all times.

2. All vehicles operated under this Agreement must have passed state inspections.

3. Age of Vehicles

   i. Buses provided for basic service may be no older than fifteen (15) years from the beginning of the current school year. A bus will be permitted to operate to the age of fifteen (15) years providing the unit remains serviceable for the entire fifteen (15) year period.

   ii. Pursuant to statutory law, Type III vehicles must be 2008 or newer. Minn. Stat. § 169.454 subd. 2.

VII. FUEL ADJUSTMENT

The base rate for diesel will be $2.75, for gasoline $2.50 and for Propane $1.50 ("Fuel") for the duration of this Agreement. If Fuel expense exceeds the base rates by 7% (Diesel = $2.943; Gasoline = $2.675; Propane = $1.605), ISD 709 will reimburse the Vendor for those

expenses that exceed the base rate. If fuel expenses fall below the base rate less 7% (Diesel = $2.558; Gasoline = $2.325; Propane = $1.395), the Vendor shall reimburse ISD 709 for those costs that fall below the base rate. Gallons consumed will be computed by using monthly mileage figures computed from actual miles and Fuel consumed for each classification of vehicles. Payments will be calculated and billed monthly.

VIII. MISC.

A. ENTIRE AGREEMENT

This Agreement and the Appendices hereto constitute the entire agreement between the Vendor and ISD 709 and incorporate all prior and contemporaneous oral or written agreements or representations between the Parties.

B. GOVERNING STATE

All questions relating to the validity, interpretation or performance of this Agreement shall be determined in accordance with the laws of the State of Minnesota relating to contracts made and performed in the State. The Parties hereto hereby agree that the venue of any action under this Agreement shall be exclusively Minnesota.

C. ELECTRONIC SIGNATURES

Electronic signatures to this Agreement or electronic counterparts in .PDF format or comparable shall be fully enforceable.

D. AMENDMENTS

This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by and between Vendor and ISD 709 after mutual and timely agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this 18th day of June, 2024.

By: Michael J Kroes

Voyageur Bus Company, Inc. "Vendor"

By: Jim Lofald

Independent School District 709 "ISD 709"

Appendix A, B shall be attached.

APPENDIX A

RATE SCHEDULE (INCLUSIVE OF SUMMER SCHOOL) FOR SCHOOL YEAR 2023-2024

A. REGULAR TRANSPORTATION buses provide service as in Section II, A. of this Agreement.

1. Daily Rate per bus: Based on live time calculated: AM: Terminal to School; plus PM: School to Terminal.

Type III Bus	less than 4 hours	$360.00
	between 4 hours and 5 hours	$391.00
	greater than 5 hours (Per 15 minutes)	$16.25
Type A Bus	less than 4 hours	$377.50
	between 4 hours and 5 hours	$410.00
	greater than 5 hours (Per 15 minutes)	$16.25
Type C Bus	less than 4 hours	$377.50
	between 4 hours and 5 hours	$410.00
	greater than 5 hours (Per 15 minutes)	$16.25
Type D Bus	less than 4 hours	$377.50
	between 4 hours and 5 hours	$410.00
	greater than 5 hours	$16.25

Please note the percentage of regular route rate for half-day route

a.m. 50% p.m. 65%

Out of Attendance Boundary Mileage Rate $2.87 per mile

2. Midday service daily rate including but not limited to kindergarten and shuttles as described in Section II, B. of this Agreement, service from first pick up to last drop off.

1.0 hours	$ 83.00 per day
1.5 hours	$ 115.50 per day

2.0 hours	$ 148.00 per day
2.5 hours	$ 180.50 per day

B. LATE ACTIVITY ROUTES — Routes for after school activity take home as described in Section II, C.

$ 83.00 per bus.

C. SPECIAL EDUCATION — Buses to provide service as described in Section II, E.

Unless there is need for special equipment, the rates for buses for carrying handicapped. pupils should be the same as for regular pupils.

1. Extra cost for bus equipped with wheelchair lift.

$ 16.75 per day per route

2. Hourly rate for school bus assistant.

$ 33.00 per hour

D. CHARTER TRIPS* — buses to provide services as described in Section II, F.

1. Charter trips within the school district (Includes 2-Hours):

All size buses $166.25 per trip

2. Charter trips outside of school district within 30 miles & 4-Hours:

All size buses $ 247.25 per trip

3. Trips beyond 30 miles based on a per mile rate. Waiting charge per hour.

Bus Size	Per Mile Rate	Waiting Charge
All size buses	$ 2.87 per mile	$ 58.00 per hour

4. Trailer Charge: $ 120.50 single or double axle
5. Cancelled Trip within 1-hour of load time or COA $155.50
6. Overnight driver expenses – quoted on a trip-by-trip basis.

* All School Bus Charter Rates to be computed from Terminal to Terminal.

H. CANCELLED SCHOOL DAYS – ISD 709 agrees to pay Vendor 85% of daily contracted rate for cancelled days resulting from weather conditions or other similar cancellations of scheduled school days. Vendor agrees to compensate scheduled drivers and driver aides for these lost days.

I. PRICE CHANGES FOR THE 2025-2026 SCHOOL YEAR

For 2025-2026 school year, the price may increase using the May CPI OR three and a half percent (3.5%), whichever is greater and to be negotiated in good faith pursuant to Section F, 1 Compensation of this Agreement.

J. SUPPLEMENTAL DATA

i. Vendor Reference Data

Company Name: Voyageur Bus Company, Inc.

Street Address: 3941 East Calvary Road

City, State, Zip Code: Duluth, Minnesota 55803

Telephone Number: 218-724-1707

ii. Data relative to number of personnel employed by Vendor.

Regular bus drivers: 72

Substitutes or part-time drivers: 21

Dispatchers: 5 Supervisory Personnel: 2

Office Personnel: 3 Garage Mechanics: 6

List Others: 10 (Corp. Office) Total Personnel: 146

Ratio of mechanics to number of buses: 1 to 12

APPENDIX B

DULUTH PUBLIC SCHOOLS
STARTING AND ENDING TIMES
2024-2025

ELEMENTARY SCHOOLS	**GRADES**	**SCHOOL TIMES**
CONGDON PARK	K-5	7:45 - 2:15
MYERS-WILKINS	K-5	7:45 - 2:15
HOMECROFT	K-5	7:45 - 2:15
LAKEWOOD	K-5	7:45 - 2:15
LESTER PARK	K-5	7:45 - 2:15
LOWELL	K-5	7:45 - 2:15
MACARTHUR	C-5	7:45 - 2:15
PIEDMONT	K-5	7:45 - 2:15
STOWE	K-5	7:45 - 2:15
MIDDLE SCHOOLS	**GRADES**	
LINCOLN	6-8	8:40 - 3:19
LINCOLN ACTIVITY	6-8	4:15, MWTh
ORDEAN-EAST	6-8	8:40 - 3:19
ORDEAN ACTIVITY	6-8	4:15, MTTh
HIGH SCHOOLS	**GRADES**	
DENFELD	9-12	8:50 - 3:29
EAST	9-12	8:50 - 3:29
NON-PUBLIC SCHOOLS	**GRADES**	
MARSHALL LOWER	K-3	7:45 - 2:20
MARSHALL UPPER	4-12	8:00 - 3:05
MERRITT CREEK ACADEMY	1-12	8:00 - 4:15
ROCKRIDGE	ALL	8:00- 3:15, 4:15
STELLA MARIS HIGH	9-12	8:00 – 3:00
STELLA MARIS HOLY ROSARY	K-3	7:45 - 2:45
STELLA MARIS ST. JAMES	K-5	7:45 - 2:45
STELLA MARIS ST. JOHNS	6-8	7:45 - 2:55

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 5, 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.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $65.00 hourly (2 hour minimum at $130.00) and $200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3251 Dahl 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 5/31/24 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	405	740	394	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

ISD 709 Calendar 2023-24 School Year

JULY

S	M	T	W	T	F	S
						1
2	3	Indep. Day HOLIDAY 4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	Staff Develop. 29	Teacher WD/SD 30	Teacher Work Day 31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	Labor Day HOLIDAY 4	Gr. 1-12 First Day 5	6	Grade K First Day 7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	MEA WEEKEND 19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	HM 3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	Thanksgiving HOLIDAY/ Recess 23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	Staff Develop. 4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	Winter Recess 22	23
24	Winter Recess 25	Winter Recess 26	Winter Recess 27	Winter Recess 28	Winter Recess 29	30
31						

JANUARY

S	M	T	W	T	F	S
	New Years HOLIDAY 1	2	3	4	5	6
7	8	9	10	11	12	13
14	M.L.K. HOLIDAY 15	16	17	18	EHM 19	20
21	Semester Break 22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	Pres. Day HOLIDAY 19	Confer. Makeup 20	Confer. Makeup 21	Winter Recess 22	Winter Recess 23	24
25	26	27	28	29		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24						
31	25	26	27	28	HM 29	30

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	Confer. Makeup 15	Confer. Makeup 16	Spring Recess 17	Spring Recess 18	Spring Recess 19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	Mem. Day HOLIDAY 27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	Students Last Day EHM 5	PD Day 6	PD Day 7	8
9	Teacher Work Day 10	11	12	13	14	15
16	17	18	Juneteenth HOLIDAY 19	20	21	22
23						
30	24	25	26	27	28	29

KEY DATES

- First day for Grade 1-12 students - September 5, 2023
- First day for Kindergarten students - September 7, 2023
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 5, 2024

GRADING TERMS

Elementary Schools (E):

- Term 1: September 5 to January 19
- Term 2: January 23 to June 5

High Schools (H) and Middle Schools (M):

- Term 1: September 5 to November 3
- Term 2: November 6 to January 19
- Term 3: January 23 to March 29
- Term 4: April 1 to June 5

Adopted by the School Board on January 17, 2023 and revised on March 19, 2024. Calendar also available at www.ISD709.org

Duluth Public Schools

Form 3001 Item #35-05-002900

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 3, 2024 and shall remain in effect until June 5, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $65.00 hourly (2 hour minimum at $130.00) and $200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3251 Dahl 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

263754494 06/04/2024

5/31/24

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).

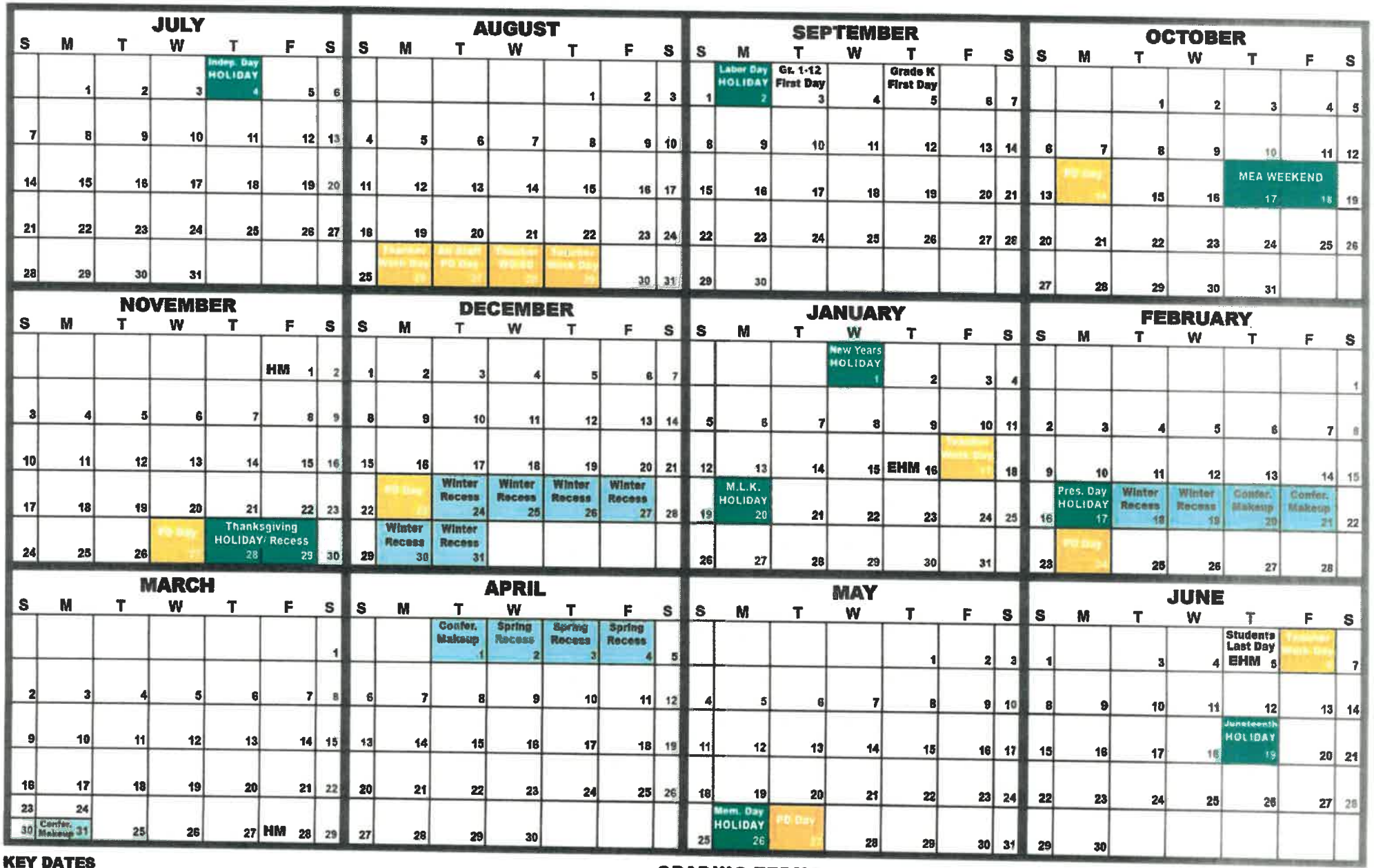
01	E	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ 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

ISD 709 Calendar 2024-25 School Year



KEY DATES

- First day for Grade 1-12 students - September 3, 2024
- First day for Kindergarten students - September 5, 2024
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 5, 2025

GRADING TERMS

Elementary Schools (E):

- Term 1: September 3 to January 16
- Term 2: January 21 to June 5

High Schools (H) and Middle Schools (M):

- Term 1: September 3 to November 1
- Term 2: November 4 to January 16
- Term 3: January 21 to March 28
- Term 4: April 7 to June 5

Adopted by the School Board on March 19, 2024. Calendar also available at www.ISD709.org

Duluth Public Schools

Form 3001 Item #35-05-002900

Soliant

ADDENDUM B
Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

Jill Lofald, Board Chair

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas John Magas

Title: Superintendent

Date: 5/6/24

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

DESIGN TREE
engineering + land surveying

May 14, 2024

Bryan Brown – Facilities Manager
Duluth Public School District 709
Via email: bryan.brown@isd709.org

RE: Duluth News Tribune Building Remodel – Additional Services

Dear Mr. Brown
Thank you for the continued opportunity to work with you on the Duluth News Tribune Building Remodel into a new ISD 709 Education Center. We would like to request additional services related to the project based on the adjustment to the overall building scope of work and schedule revisions.

In our original Professional Engineering Services proposal dated October 10, 2023, Design Tree Engineering's fee approach was based on an estimated $6,000,000 project cost, with an estimated 60% related to the Mechanical, Electrical, Plumbing and Structural construction. Our proposed fee was based on 4.25% of the construction scope of work for a total of $153,000.

With the delivery of Schematic Design documents in January 2024, ICS created an SD project cost estimate of $10,200,000 for the developed scope of work which includes the structural in-fill of two floor areas that were not included in the initial scope of work. The Duluth School District 709 provided a notice-to-proceed with the full SD-level scope of work on Friday, May 3, 2024.

Fees for Proposed Services

Design Tree Engineering will provide additional engineering services as listed below for the lump sum fee:

Professional Engineering Services

Revised Project Cost:	*$10,200,000*
Revised MEP & S Cost (60%):	*$6,120,000*
Revised Total MEP & S Fee:	*$260,100*
Less Original Contract Fee:	*$153,000*
Total Lump Sum Fee:	**$107,100**

Project Schedule

1. The anticipated project schedule based on the notice-to-proceed and restart of the project will have DD deliverables to ICS by mid June and CD deliverables to ICS by mid-August with an intention to bid in September 2024.

If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING



Paul E. Quirin, P.E.
Mechanical Team Leader
Phone: 763-270-6304
Email: peq@DTE-LS.com

Acceptance of Proposal:
The total proposed fee amount of $107,100 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

Signature

Title Date

Curriculum Update for Committee of the Whole High School Science Adoption

The High School Science Committee has completed the curriculum review process for High School Science. As a result of this extensive review process, which included professional development on new standards, curriculum writing, reviewing/aligning benchmarks, evaluating materials from several vendors, and piloting 2 curriculums it was determined that the best components required for Science curriculum delivery as well as content literacy will be as follows:

High School Sciences Textbook Adoption Proposal:

COURSE	TEXTBOOK	COST
Biology	Publisher: HMH Book: Science Dimensions Biology	$140,244.08
Intro and General Chemistry	Publisher: National Geographic Book: World of Chemistry 4th Edition (Zumdahl)	$30,562.50
CITS Chemistry	Publisher: Pearson Book: Chemistry The Central Science AP/15th Edition	$32,125.00
Anatomy/Physiology	Publisher: Pearson Book: Human Ant and Physiology 11th edition, Marieb and Hoehn. Pearson	$18,991.60
Physics/Aerospace Physics	Publisher: HMH Book:Science Dimensions Physics	$33,815.58
CITS Physics	Publisher: Wiley Book: Physics, 12th Edition John D. Cutnell, Kenneth W. Johnson, David Young, Shane Stadler	$15,448.42
Earth Science	Publisher: McGraw Hill Book: Inspire Earth Science	$114,535.53
	TOTAL	$385,722.71





Duluth Public Schools
709 Portia Johnson Dr.
Duluth, MN 55811
www.isd709.org

student HANDBOOK

2024-2025



Duluth
Public Schools

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Strategic Plan

Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancement to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. In this document you will find our mission, vision, core values, desired daily experiences and strategic directions.

MISSION

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

VISION

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

CORE VALUES



Learning: Developing a love of learning through life-long inquiry.



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



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



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



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

STRATEGIC DIRECTIONS

Supporting Every Student:

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

Advancing Equity:

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

Improving Systems:

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

Message from the Superintendent



Dear families and students,

Welcome to a new school year filled with excitement and opportunities! As we embark on this journey together, we are thrilled to see our students' smiling faces and to partner with you in their educational journey.

This year, we are placing a special emphasis on family engagement and literacy. We believe that strong family involvement is key to student success. By working together, we can create a supportive and enriching environment for all our learners.

Our goal is to ensure that every student's experience is positive, inclusive and geared toward their success.

We encourage you to stay connected with your teachers, staff and administration. Your insights and involvement are invaluable as we strive to build meaningful relationships and a positive school climate.

Best wishes for a great school year!

Sincerely,

John Magas

John Magas Superintendent of School

Message from the Assistant Superintendent



Dear families and students,

As we embark on a new school year, I want to extend a warm welcome to all of our students, families, and staff.

At our school, we believe that every student should feel seen, heard, and valued for who they are. We recognize that our students come from diverse backgrounds and have unique experiences, beliefs, and identities. We also acknowledge that systemic barriers and discrimination continue to impact marginalized communities, and we are committed to addressing these issues.

We are also committed to ongoing dialogue and feedback from our students, families, and community members. We encourage you to share your thoughts, concerns, and suggestions with us so that we can continue to improve and grow.

At our school, we are committed to promoting diversity, equity, and inclusion in everything we do. We believe that by working together with families, we can create a school community that is truly inclusive and supportive of all students.

Thank you for your support and partnership in this important work.

Educationally yours,

Anthony Bonds

Anthony Bonds
Assistant Superintendent of Teaching, Learning & Equity

District Information

PHILOSOPHY OF LEARNING

Duluth Public Schools strives to create a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe it is important to develop the unique potential of each student by providing quality, challenging, engaging, and differentiated instructional opportunities in order to establish a foundation for lifelong success that result in positive contributions to our community and wider society. We believe that each student, staff member, parent/guardian, and community member add value to our school community and that engagement and collaboration with all stakeholders is of utmost importance in our student's education and success. We work to ensure that we are empowering students to be leaders, problem-solvers, and innovators throughout their education. We continue to make it a priority that we are delivering flexible and culturally responsive instruction so that each student receives an education that aligns with best practice, current research, and state/national standards.

OUR BELIEFS ABOUT AND COMMITMENTS TO EQUITY

Educational equity is the condition of justice, fairness and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, genders, sexual orientations, incomes, and other social conditions. Creating greater equitable outcomes depends upon having inclusive policies and equitable practices that represent all students and staff and provide each student and staff increased access to allow for meaningful participation in high-quality learning and working experiences where each student and staff realizes positive outcomes. We recognize the importance of continuous ongoing work to address racism, sexism, bias, and equity in district policies and practices. This is challenging work that must be of the highest priority in order for our district to achieve its vision for all.

DULUTH SCHOOL BOARD MEMBERS

Visit www.isd709.org/about-us/school-board to access agendas and minutes as well as the Duluth School Board schedule. All School Board meetings are live streamed on the district's YouTube channel. The board can be reached at schoolboard@isd709.org. Feel free to call 218-336-8752 or email patricia.paquette@isd709.org if you have any questions.

Rosie Loeffler-Kemp
District 1
218-341-2014
rosalie.loefflerkemp@isd709.org

Sarah Mikesell
District 2
218-206-6932
sarah.mikesell@isd709.org

Henry Banks
District 3
218-461-1690
henry.banks@isd709.org

Jill Lofald
District 4
218-391-4696
jill.lofald@isd709.org

Kelly Durick Eder
At Large
701-741-6003
kelly.durickeder@isd709.org

Amber Sadowski
At Large
218-393-6952
amber.sadowski@isd709.org

Stephanie Williams
At Large
218-260-2957
stephanie.williams@isd709.org

COMMUNICATION WITH FAMILIES

These relationships enhance a meaningful learning environment for our children and provide a stronger community for all of us.

Principals and the district communicate to families through multiple avenues. Those include, but not limited to:

- Infinite Campus Parent Portal
- ParentSquare
- Phone Calls
- Text Messages
- Emails
- Mailings
- Newsletters
- Social Media
- Websites
- Community Conversations

Stay up to date with the following resources:

The district website offers a wealth of resources about the schools, including news, class and department information, student support services, athletic events, career center updates, academic events and more.

District

- isd709.org

Programs

- alc.isd709.org
- dae.isd709.org

Elementary Schools

- congdon.isd709.org
- homecroft.isd709.org
- lakewood.isd709.org
- lauramacarthur.isd709.org
- lesterpark.isd709.org
- myerswilkins.isd709.org
- lowell.isd709.org
- piedmont.isd709.org
- stowe.isd709.org

Secondary Schools

- aeo.isd709.org
- denfeld.isd709.org
- dulutheast.isd709.org
- lincolnpark.isd709.org
- ordeaneast.isd709.org

District News

- Facebook: facebook.com/duluthpublicschools
- Instagram: @duluthpublicschools
- X/Twitter: @Duluth_Schools
- Calendar: isd709.org/calendar
- News: isd709.org/about-us/district-news

Administrative Team

NAME	*TITLE*	*EMAIL*
SENIOR LEADERS		
John Magas	Superintendent	superintendent@isd709.org
Anthony Bonds	Assistant Superintendent	anthony.bonds@isd709.org
Simone Zunich	Executive Director of Business Services & Finance	simone.zunich@isd709.org
Theresa Severance	Executive Director of Human Resources & Operations	theresa.severance@isd709.org
DEPARTMENT HEADS		
TBD	Director of Assessment, Evaluation and Continuous Improvement	TBD

Brenda Spartz	Director of Elementary Teaching, Learning and Equity	brenda.spartz@isd709.org
Jen Larva	Director of Secondary Teaching, Learning and Equity	jennifer.larva@isd709.org
Jason Crane	Director of Special Education	jason.crane@isd709.org
Nathan Smith	Education Equity Coordinator	nathan.smith@isd709.org
Jennifer Garbow	American Indian Education Coordinator	jennifer.garbow@isd709.org
Adelle Wellens	Communications Officer	communications@isd709.org
ELEMENTARY PRINCIPALS		
Kathi Kusch Marshall	Principal, Congdon	kathi.marshall@isd709.org
Tom Cawcutt	Principal, Homecroft	thomas.cawcutt@isd709.org
Darren Sheldon	Principal, Lakewood & Federal Programs Coordinator	darren.sheldon@isd709.org
TBD	Principal, Laura MacArthur	TBD
Anna Cawcutt	Principal, Lester Park	anna.cawcutt
Eve Hessler	Principal, Lowell	eve.hessler@isd709.org
Shane Johnson	Assistant Principal, Lowell	shane.johnson2@isd709.org
Lisa Nicholson	Principal, Myers-Wilkins	lisa.nicholson@isd709.org
TBD	Principal, Piedmont	TBD
Nathan Anderson	Principal, Stowe	nathan.anderson2@isd709.org
MIDDLE SCHOOL PRINCIPALS		
Brian Kazmierczak	Principal, Lincoln Park	brian.kazmierczak@isd709.org
Barry Fischer	Assistant Principal, Lincoln Park	barry.fischer@isd709.org
Sue Lehna	Principal, Ordean East	susan.lehna@isd709.org

Eric Stang	Assistant Principal, Ordean East	eric.stang@isd709.org
Jodi Stacken	Assistant Principal, Ordean East	jodi.stacken@isd709.org
HIGH SCHOOL PRINCIPALS		
Nathan Glockle	Principal, ALC and AEO	nathan.glockle@isd709.org
Tom Tusken	Principal, Denfeld	thomas.tusken@isd709.org
Joanna Sackette	Assistant Principal, Denfeld	joanna.sackette@isd709.org
Rae Jackson	Assistant Principal, Denfeld	rachel.jackson@isd709.org
Kelly Flohaug	Principal, Duluth East	kelly.flohaug@isd709.org
Jon Flaa	Assistant Principal, Duluth East	jon.flaa@isd709.org
Kyle Rock	Assistant Principal, Duluth East	kyle.rock@isd709.org
OTHER PROGRAMS		
Jacob Hintsala	Principal, Residentials/Therapeutics	jacob.hintsala@isd709.org
Danette Seboe	Principal on Special Assignment	danette.seboe@isd709.org
Angie Frank	Duluth Adult Education Coordinator	angie.frank@isd709.org
Jeremy Rupp	Community Education Coordinator	jeremy.rupp@isd709.org
Sherry Williams	Director of Head Start and Preschool	sheryl.williams@isd709.org
Jennifer Jaros	Early Childhood Family Education Coordinator	jennifer.jaros@isd709.org
TBD	Ojibwe Language and Culture Coordinator	TBD
TBD	Professional Development Coordinator	TBD
TBD	Reading and Language Arts Coordinator	TBD
Kaitlyn Jamar	Families in Transition Coordinator	kaitlyn.jamar@isd709.org
TBD	Mental Health, Social-Emotional Behavioral, and MTSS Coordinator	TBD

PART I – INFORMATION

Arrival and Dismissal Hours

An elementary student instructional day is from 7:45-2:15. In general student arrival will begin 15 minutes prior and bus departure begins within 10 minutes following the instructional day.

The middle school instructional day is from 8:40-3:19. The entry bell rings at 8:40 AM and bus departure is within 10 minutes following the instructional day. Any school sponsored after school activities run from 3:30-4:15 on identified days. An after school activity bus is provided and departs at 4:25. The middle school day is in an A/B block model, which can be found on the calendar.

The high school regular instructional day is from 8:50-3:29. The high schools have a 7-period day with an extended 3rd period for school announcements. Each class will be 47 minutes long.

Please see your student's school website for specific details on the school day, arrival and dismissal procedures and after school activities.

Individual building hours are determined by event and staffing capabilities.

Calendar

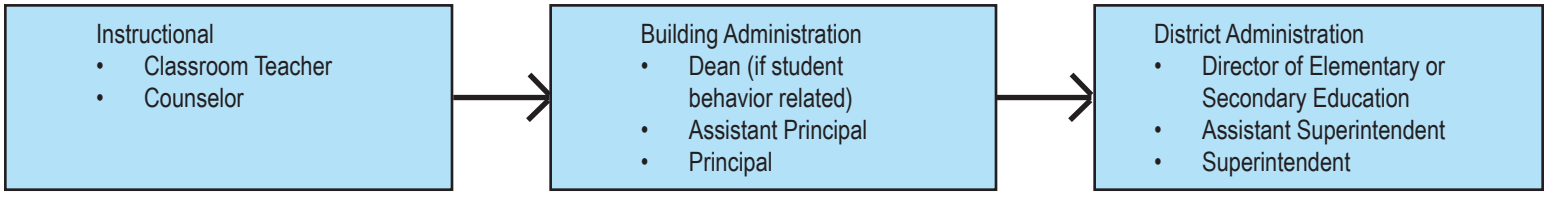
The school calendar is adopted annually by the school board. A copy of the school calendar can be found in the Appendix and on the school district's website at www.isd709.org/calendar.

Class Assignments

Class assignments will be communicated through the Back to School information that is sent from your student's school mid to late August. Parents can access teacher placement information in the parent portal of Infinite Campus at duluthmn.infinitecampus.org/campus/portal/duluth.jsp

Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint. An example flow chart to have concerns addressed would be as follows:



Any staff member, parent or student, who feels the Student Code of Conduct was not followed properly in regards to discipline has a right to make a complaint to the Director of Elementary Teaching, Learning and Equity Brenda Spartz or Director of Secondary Teaching, Learning and Equity Jen Larva.

E-Learning Plan

What is an e-learning day?

- Refers to an instructional school day that takes place when students are physically not at the school due to inclement weather situations.
- Instruction and communication happens online for some students while others may have assignments and resources sent home with them.
- Teachers are available to provide assistance to students and parents via email and/or phone via voicemail.
- Up to 5 e-learning days may be used for weather related school cancellations.

What are the goals of e-learning days?

- Provide flexible delivery of instruction to minimize the disruption to education caused by any unexpected weather related school closings.
- Gives 6-12th grade students the opportunity to practice the kind of online learning that is increasingly part of college and the workplace.
- Enables students to apply becoming increasingly responsible for their learning.

How will the district notify families?

Families must be notified of the plan at the beginning of the school year and prior to an e-learning day occuring. Some ways this information may be communicated are:

- Student Handbooks
- District website
- Conferences
- Open House

In addition, there will be an automated message delivered to parents via phone and/or email soon after it is determined that the district will be moving to e-learning due to inclement weather. The recorded message will state whether or not e-learning will be executed on that day. Messages will also be communicated to local news and reporting outlets to share with the schools' communities.

How does an e-learning day work?

- Preschool students will have work assigned by their teachers, which will be age appropriate with instruction and resources sent home.
- K-5th grade students will have grade appropriate Choice Boards assigned by their teachers.
- 6-12th grade students will have a combination of work assigned for all classes scheduled for that day in either digital or hard copy formats depending on the requirements of each teacher and the status of a student's Internet access.
- Students with special circumstances and needs such as those on IEPs will be addressed by their case managers in conjunction with their classroom teacher(s).
- Teachers will be available by email and/or phone via voicemail for students and families from 9:15AM-2:15PM.
- Due dates for work completed on an e-learning day will be determined by each classroom teacher as the nature of assignments will vary.

What happens if a family chooses not to participate on an e-learning day?

A family that chooses to not participate on an e-learning day will have their child marked as an excused absence for that day.

Internet Access

Parents and students in 6-12th grades MUST inform teachers if there is no Internet access or limited Internet access at home so required modifications to assignments can be planned prior to an e-learning day.

Administrators are responsible for:

- Being available by phone via voicemail and/or email.
- Actively interacting and supporting teachers and parents as needed.
- Ensuring E-Learning Day Plan is posted online and communicated through newsletters.
- Monitoring teacher attendance and compliance with the E-Learning Day Plan.

Teachers are responsible for:

- Familiarizing students with their delivery method, type of assignments, and expectations of instruction prior to an e-learning day.
- Collaborating to make sure workload is appropriate and addresses each student's needs. Homeroom, specialists, intervention, special education, and content specific teachers will all contribute to a child's instruction on an e-learning day as appropriate.
- Including elements of instruction to address the requirements of interventions, IEPs for special education students and the needs of students with 504 accommodations if applicable.
  - This should be coordinated with case managers, academic support teachers, and certified support staff (Title I, EL, intervention teachers, dean of students, social workers, counselors, school nurse).
- Being available by phone via voicemail and/or email for student and parent communication from 9:15AM to 2:15PM.
- **Grades PreK-5:**
  - Ensuring parents are informed of Choice Board use on e-learning days and that Choice Boards are uploaded on the appropriate student communication tool prior to the first e-learning day.
- **Grades 6-12:**
  - Posting assigned work in Canvas by 9:15 AM on an e-learning day, if it has not already been assigned.
  - Sharing office hours on the Canvas class page.
  - Ensuring instruction and assignments are meaningful, monitored, and important to students.
    - Must include some type of instruction; cannot be a catch-up work day
    - However, review lessons & activities are okay
    - Lessons/activities should take most students no more than 20 minutes to complete
    - Students on 504s and IEPs will follow same accommodations with e-learning activities as they would if in the classroom
  - Being aware of each 6-12th grade student's access to adequate Internet service at home.
    - With prior communication, any student without Internet access at home should receive an alternative delivery method for instruction such as paper/pen versions of digital content with any hard copy textbooks if necessary for support to complete work.
    - Teachers can also have students download content prior to leaving the day prior to an anticipated e-learning day.

Parents are responsible for:

- Verifying student attendance according to the expectations of the teacher(s).
- Seeking clarification from teachers regarding expectations on an e-learning day.

- Informing teachers if there is not adequate Internet at home for students in grades 6th-12th as assignments may need access. Teachers can provide alternatives to digital content as well as other accommodations if necessary.
- Supporting your child at home on an e-learning day. If your child struggles with a concept or assignment and is unable to complete work, please encourage your child to communicate with the teacher, who should then follow up when returning to school.

Students are responsible for:

- Completing and submitting work as assigned by the teacher(s).
- Accounting for their attendance according to the requirements of their grade and/or teacher(s).
- Communicating with their teacher about lack of Internet access at home for students in grades 6th-12th.

Addition information for e-learning:

- If there are no weather related school cancellations, no part of this plan will be executed.

Eighteen-Year-Old Students

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

Employment Background Checks

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

Equal Access to School Facilities

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. If families are unable to provide the necessary supplies please reach out to your school for assistance.

Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within 1 mile of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

Food in the Classrooms

As stated in District Policy 533 Wellness:
Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions, including those foods provided through:

- Celebrations and parties. A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.). The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.
- Classroom snacks to be distributed to the class. A snack is food eaten between meals to supplement the nutritional needs of students intended to make a positive contribution to the child's health and diet. The school district will provide to parents, families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
- Please contact your child's teacher or building administrator for guidance on bringing food or treats to the classroom.

Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the school board. School District regulation 511R details the procedure for garnering approval through Business Services. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day. The fundraising request form can be found at isd709.org/about-us/departments/business-finance.

Gifts to Employees

Employees are not allowed to solicit gifts and are discouraged from accepting or receiving gifts from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

Graduation Ceremony Participation and Dress Code

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s). Each high school will communicate the guidelines for graduation ceremonies with seniors and families.

Students enrolled in ALC or AEO but who spent most of their high school years at Denfeld and East are welcome to participate in those ceremonies. However, these students must inform Denfeld and East offices of their intent to participate no later than February 1 of the graduation year. It is important to note that the school where the student completed requirements is still the school issuing the official diploma.

The commencement dress code embraces that in all cultures, there are traditions for various celebrations of accomplishment. We recognize the many different ways families acknowledge accomplishments. The graduation commencement in our schools is no different. Our goal is to be culturally responsive to the needs of all students as we balance unique differences with the long-held traditions of graduation in the Duluth Public Schools.

- Caps, gowns, and tassels are purchased by the school. Students who purchase alternative tassels must wear one issued to them by the school during the ceremony.
- Only district approved stoles, cords, pins, and medals are permitted. These are limited to:
  - Student Service Leadership medals provided by sites.
    - Honor Society cords and/or stoles.
    - Academic honor distinctions issued by the school. These may include alternative colored tassels, pins, cords, or medals as determined by the site.
    - Stoles issued to Native American students by the American Indian Education Department.
    - Cords provided to Upward Bound participants.
    - Stoles provided by the Black Student Association.
    - Stoles provided by Military Service organizations for students who have enlisted.
- Additions of Tribal regalia, items of cultural significance, and religious items are encouraged. Examples include feathers, decorated stoles, beadwork on caps, and religious head coverings.
- American Indian students are welcomed to wear American Indian regalia, Tribal regalia, or objects of cultural significance to graduation ceremonies. No staff member is to prohibit American Indian students from the wearing of these items in accordance with Minnesota State Statute 124D.792.
- Other than exceptions previously described, the school-issued cap and gown are part of the school tradition being preserved. No decorating (sparkles, puff paint, etc.) the cap or gown until AFTER commencement.
- We will have "emergency" replacements to borrow at commencement if something happens to the school issued items or if a student is in violation of the dress code detailed here.
- Students and families are encouraged to contact the building principal well in advance of commencements with any questions.

Holiday Celebrations and Parties

School administrators and teachers will show sensitivity to students and families with varied cultural and religious beliefs. At times, schools and classrooms

may plan events and activities to celebrate heritage months and holidays. Please contact your child's teachers for procedures in excusing students from these celebrations.

Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

Library and Media Center

The library/media center is open during regular instructional hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

Lunch

Lunch is to be eaten in designated areas only. Lunch times vary by classroom and/or grade level. Students will be notified of their assigned lunchtime on the first day of school. Breakfast and lunch meals, (students must take the whole meal) will be provided for free to all students, regardless of economic status. Students may be able to purchase a second lunch or a la carte items, if available, with their positive balance meal account. Students may bring a prepared lunch from home and milk will be available for purchase to supplement lunches brought from home.

Details on negative account balances can be found in Appendix K. Any parent wishing to get a refund from a meal account or transfer it to another student, should contact Child Nutrition at childnutrition@isd709.org. Off-campus lunch is determined by school.

Messages to Students

Personal cell phone use during the instructional day is discouraged and often prohibited. Students should leave their cell phones off (including smart watches and blu tooth earbuds) and in their lockers or at home during the school day. We ask families to help by reinforcing this message at home.
Our buildings have landline phones in every class and office space so that an urgent message can be delivered to a student during the day. Please contact the school for further directions for contacting your child.

Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Assistant Superintendent Anthony Bonds, 709 Portia Johnson Drive, Duluth MN 55811, 218-336-8739 as the district's human rights officer to handle inquiries regarding nondiscrimination.

Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

Parent and Teacher Conferences

Parent and teacher conferences will be held twice per year. Conference dates are set by individual buildings. For more information, contact the site clerical.

Parent Volunteers

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the main school office before entering a classroom. The use of volunteers is at the discretion of each building's professional staff. Parent volunteers will be asked to complete a background check and will be notified once they are received and reviewed. For more information, contact the building principal.

Pledge of Allegiance

Students will recite the Pledge of Allegiance to the flag of the United States of America once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive

instruction in the proper etiquette toward, correct display of, and respect for the flag.

Schedule

A schedule is needed to ensure smooth operation of the school. The daily school schedule is often building specific and within the building principal's authority to determine. Please see your school counselor or building principal for information on daily class schedules and schedule adjustments.

School Activities

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Duluth School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact your school Activity Director or refer to www.mshsl.org.

School Closing Procedures

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The decision to close or delay the start of school due to severe weather is made prior to 5 a.m. All families will receive a call, text and/or email through our emergency messaging system if school is closed or delayed. If possible, a decision will be made the night before so families, especially those with elementary age students, have enough time to make alternative plans for their children in the event of weather-related school closings. Please visit www.isd709.org/weather for more information.

School Resource Officers

Duluth Public Schools contract with the Duluth Police Department to have a school resource officer at each of our high schools and middle schools. The school resource officers are commissioned Duluth police officers and are required to visit all of our school sites to build relationships with students and be available during emergency situations. Duluth Public Schools will review the impacts of the program on the district and students on a yearly basis. For more information visit isd709.org/about-us/school-resource-officers.

Searches

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

Desks

School desks are school district property. At no time does the school district relinquish its exclusive control of desks provided for students' convenience. School

officials may inspect the interior of desks for any reason at any time, without notice, without student consent, and without a search warrant.

Personal Possessions and Student's Person

The personal possessions of a student and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

Vehicles on Campus

Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

Search of the Interior of a Student's Motor Vehicle

The interior of a student's motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student's control upon a school official's request.

Student Publications and Materials

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

Distribution of Non-school-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete "Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees" policy (Appendix B).

School-Sponsored Student Publications

The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. "Official school publications" means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district's actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see "Student Records" (Appendix C). A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained at the Office of the Superintendent or on the website at www.isd709.org/about-us/policies.

Student Surveys

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, see "Student Surveys" (Appendix D). A complete copy of the school district's "Student Surveys" policy may be obtained at the Office of the Superintendent or on the website at www.isd709.org/about-us/policies.

Transportation of Public School Students

The school district will provide transportation, at the expense of the school district, for all resident students who live one mile or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students' parent or guardian. See additional discipline procedures in the Code of Conduct section.

Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

Video and Audio Recording

School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students' misconduct on the bus.

Places Other Than Buses

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property.

PART II — ACADEMICS

Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, diversified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. A list of the alternative learning options is available on the district's website at www.isd709.org/academics/special-education and/or alc.isd709.org. Students and parents/guardians with questions about these programs should contact the Special Services or ALC.

Homework

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly.

Cheating and Plagiarism

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy (Appendix E).

Dropping Classes or Removing a Student from Class

- Semester Courses (such as Health, Physical Education, Psychology)
  - » Students will have ten school days after the start of the first grade period to drop without penalty.
- Sequential / Yearlong Semester Courses (such as English, Geometry, American History)
  - » 1st and 2nd Semester: Students will have ten school days after the start of the first grade period to droop without penalty.

Students who drop a class after the deadline above will have a transcript with a record of their credit(s) attempted and credits earned. The student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempt, but no credit earned.

Any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.

Extended School Year Opportunities

The school district provides extended school year opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the student's case manager.

Field Trips

Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation.

Grades

Elementary Report Card

Duluth Public Schools implements a standards based report card for elementary students. Report cards are issued once each semester. Family Report Card Guides and as well as activities that can be done at home to support learning are available for grades K-5 at your child's school or online at www.isd709.org/academics/grading-and-reporting/elementary-report-card. The report cards are designed to report on each child's performance in relation to specific criteria. The goals of standards based report cards include the ability to:

- Reflect academic achievement
- Provide meaningful feedback
- Be honest, fair, transparent, credible, useful, and user friendly
- Be aligned with the Duluth Public Schools curriculum
- Reflect consistency among courses, grade levels, departments, and schools
- Separate non-academic factors like participation or effort

The following numbers and descriptors are used to report progress:

4 — Mastering
The student exhibits knowledge and understanding of the concepts, skills, and processes the standard requires and can readily apply this knowledge in a variety of settings.

3 — Meeting
The student has a thorough knowledge, understanding, and application of the concepts, skills, and processes the standard requires. A score of three meets grade level expectations.

2 — Developing
The student is gaining understanding of the concepts, skills, and processes the standard requires, but has not been able to consistently demonstrate the learning.

1 — Beginning
The student is just starting to understand the concepts, skills, and processes the standard requires and needs consistent support.

Middle School Report Card

Students in grades 6-8 receive letter grades to report academic progress. Report cards for grades 6-8 are issued four times per year. You may access your student's grades by going to: https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp.

- A full schedule (100 % enrolled) is 6 classes with What I Need (WIN) Advisory, per semester.
- WIN/Advisory participation is a mandatory part of every student's schedule. It is an abbreviated class and may not be replaced by an online learning class.
- OEMS & LPMS physical education & music classes are considered ½ semester classes since they meet every other day.

High School Report Card

Students in grades 9-12 receive letter grades to report academic progress in the following manner, exceptions may be given for Honors, AP, or CITS classes.

- Report cards for grades 9-12 are issued four times per year.
- Credit is awarded at the semester level.
- Final semester grades are calculated as follows: quarter A grade (43%) plus quarter B grade (43%) plus final exam (14%) = Final Semester Grade.
- A student's Grade Point Average (GPA) is calculated using whole grades, meaning plus and minus do not impact GPA.
- A full schedule is 6 credit bearing courses with a mandatory What I Need (WIN) Advisory.
- A student may participate in 50% online learning courses and still be considered enrolled in their resident district.
- You may access your student's grades by going to: https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp.

Families can monitor current scores through the Canvas learning management system. Students who participate in advanced coursework such as Honors, AP, PSEO, CITS, or other rigorous opportunities may have different grading guidelines as a result of the course requirements. For specifics, please refer to the course syllabus or cooperating postsecondary institution for details.

There are a few exceptions in high school concurrent and dual enrollment classes where letter grades may be required and high schools must work with their post-secondary partners on completion requirements. Please refer to your school for more information.

Middle School and High School Grades
The following percentages are used for both middle and high school grading:

A	(90-100%) Excellent
B	(80-89%) Very Good
C	(70-79%) Satisfactory
D	(60-69%) Passed
F	(Below 60%) Fail

Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Duluth Public Schools. Graduating high school students need 21.5 in 2024 and 22.5 in 2025 and beyond. Specific requirements are listed below, with a complete listing of requirements to be found at www.isd709.org/academics/course-offerings.

MINIMUM GRADUATION REQUIREMENTS							
Class of 2025: minimum credits needed to graduate - 22.5 **Class of 2026: minimum credits needed to graduate - 23.0** **Class of 2027: minimum credits needed to graduate - 23.5** **Class of 2028 and beyond: minimum credits needed to graduate - 24.0**							
English Language Arts 4.0 credits	**Social Studies** 3.5 credits	**Math** 3.0 credits	**Science** 3.0 credits	**Arts** 1.0 credit	**Health** .5 credits	**Physical Education** .5 credits	**Elective** Class of 2025 & beyond: 7.0+ credits

In Minnesota, students are required to complete two kinds of requirements by the time they graduate. Students must:
- Satisfactorily complete all state academic standards or local academic standards where state standards do not apply.
- Satisfactorily complete the state course credit requirements under Minnesota Statutes, section 120B.024.

Students with an individualized education program, Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the counselor or principal at your child's school.

Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

Graduation Procedures

- Duluth Public Schools students attending AEO or ALC may request to walk through the graduation ceremony where they previously attended prior to enrolling in AEO or ALC
- AEO and ALC staff will request information from their students regarding where the students plan to walk at the end of Semester 1
- ALC principal will provide the names of students at the start of Semester 2 to East or Denfeld in order to order graduation materials for students

- Final grades for AEO and ALC students must be to Denfeld and East by 8:00am Monday the week of graduation
- Students will receive a diploma from the school they attend at least 50% the last semester of 12th grade year

Postsecondary Enrollment Options (PSEO)

Postsecondary Enrollment Options (PSEO) is a program that allows 10th-, 11th- and 12th-grade students to earn both high school and college credit while still in high school, through enrollment in and successful completion of college nonsectarian courses at eligible participating postsecondary institutions. Most PSEO courses are offered on the campus of the postsecondary institution; some courses are offered online. Each participating college or university sets its own admissions requirements for enrollment into the PSEO courses. Eleventh and 12th-grade students may take PSEO courses on a full- or part-time basis; 10th graders are eligible to enroll in PSEO on a more limited basis (see note below). Students must meet the PSEO residency and eligibility requirements and abide by participation limits specified in Minnesota Statutes, section 124D.09. If a school district determines a pupil is not on track to graduate, she/he may continue to participate in PSEO on a term by term basis. Information about PSEO and more information can be found at education.mn.gov/MDE/dse/ccs/pseo.

Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent's decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the school principal.

Multi-Tiered System of Supports (MTSS)

Duluth Public Schools implements a Multi-Tiered System of Supports to ensure needs of all learners are addressed. Every school has a team of staff dedicated to supporting student success. There are academic, social, emotional, and behavioral supports available at each school. Contact your child's teacher or principal for more information.

Summer School

The school district may provide summer school learning opportunities through the Duluth Area Learning Center. There are two options for summer school: seat-based summer school or credit recover through online classes. For more information about summer school, contact your counselor.

E-Squared

As part of the district's MTSS (Multiple Tiered Systems of Support) initiative to accelerate the performance of all students, we offer supplemental services in conjunction with other interventions and extensions for 3rd-5th grade students throughout the district. We use universal screeners to identify the highest 10% of grades 3-5 at each elementary site in math and ELA (English Language Arts). We then provide at least 10 hours per qualified subject area of intervention courses. These subject specific units offer project-based learning opportunities that focus on extending the grade- level standards and allow students the opportunity to collaborate, communicate and think critically with a small cohort of high achieving peers. All students have the opportunity to qualify for either or both math and ELA services.

English Language Learner Program

The English Language Learner (ELL) Program serves students who:

1. First spoke a language other than English, come from homes where a language other than English is usually spoken, or do not use English as a primary language

- AND -

2. Lack the necessary English skills to fully participate in classes taught in English

If you think your child requires ELL services, please contact your student's building principal.Immersion Language Programs
Duluth Public Schools is providing high quality language instruction in two different elementary immersion programs. Families interested in enrolling their child/children in the Misaabekong Ojibwe Immersion Program or Nueva Vision Spanish Immersion Program should contact Lowell Elementary School at 218-336-8895.

Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

PART III — RULES AND DISCIPLINE

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" policy (Appendix E).

Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. For detailed information, see the "Student Attendance" policy (Appendix F).

Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district's "Bullying Prohibition" policy (Appendix G).

Conduct on School Buses and Consequences for Misbehavior

Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- Treat everyone with kindness and keep your hand to yourself..
- Keep all objects to yourself.

- Avoid eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Take care of the bus and not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement. For further information on busing behavioral procedures see under Code of Conduct section.

Cell Phones and Other Electronic Communication Devices

The Duluth Public Schools holds high expectations for student behavior, academic integrity, and responsible use of existing and emerging technologies. Students who possess cell phones and other personal electronic devices at school or school-sponsored events shall demonstrate the greatest respect for the educational environment and for the rights and privacy of all individuals within the school community.

At Duluth Public Schools every school participates in Away for the Day, which means that students will not have access to their cell phones from first bell to last bell. We ask that families help by reinforcing this message at home. As always, our school has a landline phone in every class and office space so that a message can be delivered to a student during the day.

Students who have earbuds in, cellphones out of their locker or smart watches on during the school day will be asked to leave their devices at home for the remainder of the quarter.

Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

Cell phone and camera use is prohibited in all bathrooms, locker rooms, and other areas where a student's privacy could be violated.

Dress and Appearance

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

For detailed information on dress and appearance, see the "Student Dress and Appearance Policy" (Appendix L).

Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication" policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district's "Harassment and Violence Prohibition" policy is included in this handbook (Appendix H).

Harassment, Violence, and Bullying Behavior

Duluth Public Schools is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every Individual has the right to learn/work in an environment free of harassment, violence, and bullying behavior

Prevention — Preventing harassment, violence, and bullying behavior before it happens is always best. Prevention keeps us from experiencing adverse experiences in the first place, helps us focus on teaching and learning, and is an efficient and effective use of resources.
Efforts to intentionally develop a positive school climate and create positive relationships will work to prevent harassment, violence, and bullying behavior. Furthermore, academic success is directly related to school engagement and school engagement associated with peer and adult support and relationships. Nothing has a more positive impact in the life of a child than positive relationships.

Suicide Prevention — The mental health of students in Duluth Public Schools is important. Mental health is defined as how a person thinks, feels, and acts in regards to their emotional, psychological and social well-being. It helps determine how we handle stress, relate to others, and make choices. One way you can maintain good mental health is by getting professional help when you need it. Sometimes a person may experience an emotional crisis and be in need of support now. The 988 Suicide and Crisis Lifeline provides free 24/7 confidential support for people in distress. If you or someone you know needs support now, call or text 988 or chat 988Lifeline.org. Duluth Public Schools, as part of state licensing, also provides educators with training opportunities to recognize the signs and symptoms of early onset child and adolescent mental illness as well as suicide prevention.

Preparation — Preparing students, staff, and families for adverse experiences is also an important part of creating safe and welcoming environments for everyone. We should know what to do and have a plan in place to do it well. Preparation includes teaching students about these behaviors, the roles that people fulfill in an incident, what to do, and how to report it.

Response — When harassment, violence, or bullying behavior is reported or witnessed, responses include telling the person to stop, creating separation and safety, investigating incidents, planning and implementing interventions, and informing others. Each situation is unique and may require different and unique interventions, including student conferencing, parent involvement, school discipline, connection to other resources, and restorative practices.

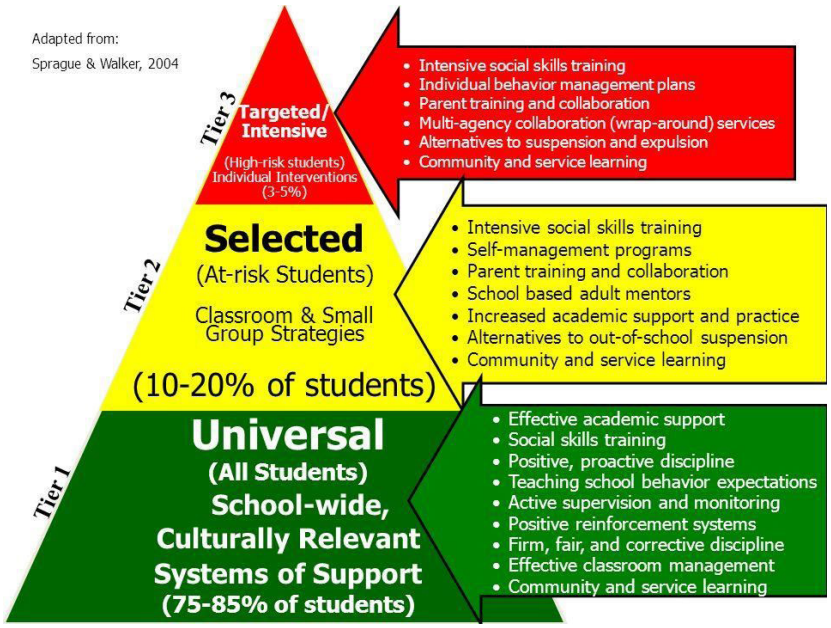
Recovery — Even when prevention is done well and we prepare and respond effectively, students may still benefit from support and assistance in recovering from incidents of harassment, violence, and bullying behavior. Helping students recover may look different from child to child and from school to school. Schools have resources available in a crisis and can help families connect to on-going supports in the community. All schools have co-located mental health services. The focus of recovery is to return students back to regular school activity in a safe and welcoming environment.

Positive Behavioral Interventions and Supports (PBIS) — Positive Behavioral Interventions and Supports (PBIS) is an evidenced-based framework for proactive teaching of social emotional and behavioral instruction as well as supporting all students' social, emotional and behavioral needs. This approach helps schools create and sustain effective and culturally-inclusive environments that support academic and social, emotional and behavioral success for all students. Duluth Public Schools uses PBIS foundations to teach school- wide expectations and social emotional learning for all students. PBIS also positively recognizes students who meet those expectations. Additional social, emotional, or behavioral supports are provided to students as needed to ensure that students receive the services they need to meet the social emotional behavioral standards as set forth by the Minnesota Department of Education. PBIS also encourages the use of non-exclusionary discipline approaches such as utilizing a restorative approach for addressing student behavioral challenges.

Within each school, the following systems and practices are foundational to PBIS implementation:

- Each school creates clear and consistent school-wide expectations that promote positive behavior. These expectations, which reflect the school community, values and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.
- Schools also use data to guide how they teach and reinforce the expectations for individual students, groups of students, whole classrooms and school-wide.
- Social emotional learning skills are taught to all students.
- A continuum of evidence-based interventions is integrated and utilized to support the social, emotional, and behavioral success of all students.
- Data is used to identify students in need of additional social, emotional or behavioral support and match them to interventions or support needed.
- A school climate survey is administered twice annually in our schools to gather information from students, families, and staff in order to further develop our PBIS practices and systems to better meet the needs of our students and promote a positive school environment.
- Each school continually collects data and refines its systems and practices as needs change. The goal is to provide positive and equitable social, emotional, behavioral, and academic outcomes for all students.

Each school designs a three-tiered system that is aligned with the district's strategic direction:



Tier 1: All students are involved in learning about the school and classroom behavior expectations as well as foundational social emotional learning skills to meet the social emotional learning competencies as laid out by the Minnesota Department of Education. Staff members teach, model and reinforce these expectations and skills throughout the course of the school year.

Tier 2: Some students receive additional intervention or support for their needs. This may occur at times in a small group setting or within the classroom.

Tier 3: A few students receive individualized or more intensive interventions and support based on their needs, after less intensive levels of intervention have been tried.

Restorative Practices — Restorative Practices are both proactive as well as responsive interventions that are used to foster an equitable and positive school culture where relationships are central. Restorative practices are a continuum of support and may include things like proactive and community building circles, using affective statements in interactions, using restorative questions, responsive circles, conferencing, short impromptu conversations, thinking sheets, etc. In this approach, relationships are the most important way we learn about the world and ourselves.

Some schools are implementing Restorative Practices school-wide as a way to proactively build community among stakeholders. All schools have support staff trained in restorative practices in order to be able to respond to members of our school community when harm has been caused through utilizing a restorative approach. Restorative practices may replace traditional ways of approaching student behavior but still provide a space for accountability to occur through conversation when harm has been caused. In a restorative school community we believe:

- Everyone in the school community has something to contribute and deserves the right to be heard.
- We are all connected to one another.
- All of us want to have meaningful relationships with others.
- We all have talents and gifts we bring to school.
- It takes time, habits and support to build and maintain positive relationships.
- Learning can happen through conversation and through relationships.
- That empathy, kindness, caring, and good communication skills can develop through the use of restorative practices.

Social-Emotional Learning (SEL) — Social and Emotional Learning is how children and adults learn how to manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Departments across the district work collaboratively to support social-emotional learning. A school may choose to implement a specific Social-Emotional Learning program(s) to support academic and social success. Social-emotional learning is the process of developing the self-awareness, self-control, and interpersonal skills that are vital for school, work, and life success.

CASEL's definition — We define social and emotional learning (SEL) as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.

SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.

Minnesota Department of Education has adopted CASEL's social emotional learning 5 competencies:

Mental Health & Wellness — Mental Health refers to how a person thinks, feels, and acts in regards to their emotional, psychological, and social well-being. It helps determine how we will handle stress, relate to others, and make choices. The Duluth School District supports student mental health by creating social



and emotional learning opportunities in addition to supporting access to mental health services through internal supports as well through community based providers. These supports strive to create a safe learning environment, maximize collaboration between students and adults, create trusting relationships, and empower students to do their best.

Reporting Harassment, Violence, and Bullying Behavior — Harassment, violence, and bullying behavior is a concern across our nation and here in Duluth. Reducing this behavior is important to Duluth Public Schools and we take any allegations of this seriously.
Any time you witness or are involved in a situation involving harassment, violence, or bullying behavior it is important to report it. Help is available. Speak with your teacher, school principal, or another trusted adult at school, home, or in your community.

- If someone is hurting you verbally or physically, tell them to stop, walk away, and tell an adult
- Report it right away. A prompt response increases safety, reduces response time, and improves the results of the investigation and intervention. Reporting forms can be located at the back of this handbook or online at www.isd709.org.
- Be specific. Share who was with you or might have seen something, who said or did what, and when and where it happened. Keep text messages and social media posts that contain harassing, violent, or bullying behavior so you can show them to an adult at school.

Minnesota Law — Minnesota has passed the Safe Schools Act.

Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's "Student Discipline" policy. Please see the school district's "Hazing Prohibition" policy (Appendix I).

Internet Acceptable Use

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet Acceptable Use" policy is available at the Office of the Superintendent or on the website at www.isd709.org/about-us/policies.

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

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1. Identify each curriculum, testing, or assessment technology provider with access to educational data;

2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Blended Learning 1:1 Agreement form annually.

Parking on School District Property

Students

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:
Parking a motor vehicle on school property during the school day is a privilege;

- Parking is permitted in designated areas only, by permit. For information, contact your school.;
- Students are not permitted to use motor vehicles during the school day in any school district locations unless permission has been granted to the student by the school administration;
- Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day;
- Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy (Appendix E). Please see the parking agreement/permit application form for specific site related information.

Visitors

Visitors are permitted to park in designated school district visitor parking areas. Unattended vehicles left in other locations on school district property may be towed at the owner's expense.

Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, electronic delivery devices, THC, CBD, or marijuana in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see Appendix J. Contact the building principal if you have questions or wish to report violations.

A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.

Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile

delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the "School Weapons" policy, visit isd709.org/about-us/policies.

Standards of Conduct

Standards of conduct are developed to ensure a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe these are achieved through a culture that promotes positive relationships, mutual respect, repairing harm, and a belief in the potential of all members while engaging with families and community as partners.

Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth in the grid below. These guidelines are designed to prevent student's inappropriate behavior from recurring through use of environmental, instructional, and/or restorative intervention and represent the majority of incidents that occur in schools. However other incidents may occur which warrant disciplinary action.

These guidelines describe the various administrative actions that may be taken for incidents that violate school district standards of conduct and/or the law. The listing of guidelines does not require that a 'step by step' progression of increasing severity be employed by an administrator when addressing an incident.

Behavioral incidents requiring Office intervention will be documented as an office discipline referral in Infinite Campus under the student behavior tab. Out of school suspension is used for the purpose of creating separation and safety for further investigation and intervention planning in response to a behavioral incident. At all age levels, use of suspension should be paired with environmental, instructional, and/or restorative intervention. For students with a history of violent behavior, staff will be notified per Policy 5022.

The Principal's discretion regarding the enforcement of policy will be used when age, culture, and development/ability are factors in behavioral issues. There should be a logical relationship between the severity of the offense and the administrative action. Behaviors are grouped into four levels for the purpose of consistency and organization. Some behaviors will be severe or egregious enough to warrant disciplinary actions corresponding with a higher level. The Assistant Superintendent will be consulted if any site desires to implement discipline which exceeds the minimum guidelines.

Busing infractions will follow the four levels listed below based on the incident and additional discipline will follow the Code of Conduct. Separately or in addition to, bus conduct can result in removal from the bus.

Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

Duluth Public Schools Major & Minor Behavior

	LEVEL	TYPE OF BEHAVIOR	ACTION	MANAGED BY
MINOR	1	Incidental Violations	Not Recorded	Staff/Teacher
	2	Minor Violations	Minor Referral Form	Staff/Teacher
MAJOR	3	Major Violations	Major Referral Form	Staff/Administration
	4	Unlawful Violations	Major Referral Form	Administration/Office

Staff/Teacher Managed		Administration/Office Managed	
Level 1 - Incidental *Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.* • Consensual display of affection • Dress Code • Horseplay • Loud noise • Minor arguments • Missing homework • Noise making • Out of seat • Refusal to follow directions (non chronic) • Running in hallway • Transportation (see charts below) • Unprepared for class • Unapproved Food & Drink	**Level 2 - Minor** *Doesn't significantly violate the rights of others. Doesn't put others at risk.* • Academic dishonesty • Avoiding staff • Cell phone violation • Defiance • Disrespect • Disruption • Inappropriate language • Interruptions • Leaving assigned area • Misuse of technology • Property misuse • Refusal to follow directions • Refusal to participate in class • Transportation (see charts below)	**Level 3 - Major** *Violates the rights of others. Puts self or others at risk, or chronic* • Attendance issues • Bullying/Cyberbullying • Extortion • Forgery/plagiarism • Gambling • Gang display • Harassment • Hazing • Intimidation • Leaving building without permission • Minor property damage/vandalism • Photographic or recording misuse • Physical aggression • Record and identification falsification • Repeated or prolonged defiance or disrespect • Technology violation • Theft • Threats/intimidation • Tobacco • Transportation (see charts below) • Verbal aggression/abusive language	**Level 4 - Unlawful** *Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.* • Arson • Assault • Bomb threats • Fighting • Gang activity • Homicide • Illegal or prescription drug, alcohol THC, CBD or marijuana possession • Pyrotechnics • Robbery • Sexual assault • Significant property damage/ vandalism • Transportation (see charts below) • Terroristic threats • Trespassing • Weapon possession

Note for reader: Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. ***Just as in the Code of Conduct, administration discretion must be taken into account.***

K-3 Behavior Violations and Leveled Response

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/ or guardian(s); document as a major behavior	Notification of parent(s) and/ or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/ or guardian(s); document as a minor behavior	Conference with student; Notification of parent(s) and/ or guardian(s); document as a major behavior	Notification of parent(s) and/ or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

K-3 Behavior Violations and Leveled Response				
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

**Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

4-5 Behavior Violations and Leveled Response				
	Level 1 — Incidental	**Level 2 — Minor**	**Level 3 — Major**	**Level 4 — Unlawful**
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

**Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

6-12 Behavior Violations and Leveled Response

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/ or guardian(s); consideration of 1-2 day suspension and/ or restorative intervention; document as a major behavior Consideration to refer to law enforcement	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resource Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/ or guardian(s); document as a minor behavior	Notification of parent(s) and/ or guardian(s); consideration of 1-3 day suspension and/ or restorative intervention; document as a major behavior Consideration to refer to law enforcement	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resource Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/ or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resources; document as a major behavior Consideration to refer to law enforcement	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resource Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

**Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

Transportation Behavior Levels and Consequences

See Major and Minor list above for offenses correlating to certain behavioral levels. The bus is a continuation of the classroom. ***Note for reader:*** *Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator.* ***Just as in the Code of Conduct, administration discretion must be taken into account.*** *Transportation department will notify school sites within 24 hours. School personnel may include site clericals, administration, and/or support staff.*

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Addressed with de-escalation, support and/or direction	Conference with student; document as a minor behavior	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

Incident 2	Addressed with de-escalation, support and/or direction	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 4	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; document repeated behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 5	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document repeated behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

Behavior Levels and Definitions

LEVEL 1
Behaviors are safe but disruptive to learning and addressed with simple de-escalation, support and/or direction

- Staff use school wide and classroom practices to promote the development and use of behaviors that contribute to a safe, equitable, and welcoming school
- Staff observe the behavior, use a range of strategies to support the student(s) or de-escalate the situation, determine communication and documentation
- Behaviors are managed by the person supervising the area, no office discipline referral needed - referred as 'teacher managed' or 'incidental' behavior and not addressed further in this grid.

LEVEL 2

Behaviors that do not significantly violate the rights of others. Doesn't put others at risk.

- Staff observe behavior, use a range of strategies to support the student(s) or de-escalate the situation, gain assistance if needed, write a 'minor' office referral, and use supportive and/or restorative practice intervention as needed
- A more focused behavioral response or targeted intervention beyond response to the immediate incident may be warranted depending on the situation.

Behavior and Description

ACADEMIC DISHONESTY - A student shall not cheat in any form on school grounds or in any school related activity. This includes plagiarizing (copying from print, the Internet, or other electronic resources, purchasing or copying another person's work, and paraphrasing without citing the source).

CELL PHONES OR ELECTRONIC MOBILE DEVICES - Students may not use cell phones or personal electronic mobile devices during class time unless it is determined by the teacher that it is required for curriculum/course content. Schools will not be responsible for lost, damaged or stolen devices. School administration will not spend time investigating any lost or stolen electronic devices

DISRUPTIVE/DISORDERLY CONDUCT AND INSUBORDINATION - A student shall not participate in actions, on or off campus, that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include but are not limited to: Disruption: Any behavior that significantly interrupts the education, instruction or effective operations of the school and or classroom (and is not better coded as another behavior). Some examples of disruptive behavior include: Offensive language or gestures, profanity, explosive outbursts of rage. Leaving the classroom without permission or school grounds without proper authorization. Consensual intimate sexual behaviors. Distributing unauthorized materials on school property. Play-fighting, which can appear real and/or alarm students and staff and/or lead to real conflicts or injuries. Insubordination: Persistent refusal to follow school rules or regulations, persistent refusal to follow directions given by a staff member or persistent confrontational and aggressive arguing with a staff member.

This also includes: avoiding staff, inappropriate language, interruptions in class, leaving assigned areas, refusal to follow directions, and refusal to participate in class.

PROPERTY MISUSE - Inappropriate use of equipment and school property, such as (but not limited to) computers, textbooks, music equipment, etc

MISUSE OF TECHNOLOGY -This includes being off-task, treating Chromebooks carelessly and airdropping material without permission

MOTOR VEHICLE INFRACTIONS -
1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit, or violate any school district policy with his/her vehicle. 2. Reckless or Careless Driving - A student shall not drive on or near school property in such a manner as to endanger persons or property. 3. Student vehicles may not display or promote illegal activities or substances. This includes any symbols or graphics that are affiliated with hate groups (Example: confederate flag or swastika).

LEVEL 3

Behavior that may be illegal, disrupts the educational environment, student learning or staff working with significant risk of/harm to self or others.

- Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, write office referral and use support intervention and/or restorative practice intervention as needed.
- Out of School Suspension, if used, is for the purpose of safety and intervention planning

Behavior and Description

BULLYING - Bullying means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: • There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and • The conduct is repeated or forms a pattern; or • The conduct materially and substantially interferes with a student's educational opportunities, performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. Note: Bullying and conflicts are different. Conflicts are to disagree, argue, or fight. Conflicts have an increased balance of power, are usually spontaneous, and mutual. See the Bullying Prohibition Policy 514 for further information.

CYBER BULLYING - Cyber Bullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data – including a post on a social network, website, or forum – that is transmitted through a computer, cell phone, or other electronic device. See "Bullying" violation or for bullying definition the Bullying Prohibition Policy 514 for further information

EXTORTION - A student shall not obtain property from another by verbal intimidation.

FORGERY/PLAGIARISM - Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writings of another person without giving due credit to the creator of the work. This includes work accessed digitally.

GAMBLING - A student shall not gamble in any form on school grounds or at any school related activity.

Gang Display

HARASSMENT - Physical or verbal conduct that: Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment. Or, has the purpose or effect of substantially interfering with an individual's work, business, or academic performance. Harassment may be sexual, related to "protected groups" (Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute) or general. Refer to Policy 413 and Regulation 413R Prohibiting Harassment and Violence for further information.

HAZING - "Hazing"means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. "Student organization"means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.

INTIMIDATION/THREAT - A student shall not use words or gestures to intimidate or incite fear in another person. Note: Differentiate from harassment with consideration of any sexual comments or behavior and/or inclusion or perceived inclusion in any "protected group". Note: As with all investigations regarding student behavior, include contextual factors and cultural considerations in the investigation, determination and resolution of any potential threat or act of intimidation.

LEAVING SCHOOL BUILDING/GROUNDS WITHOUT PERMISSION - Leaving school building/grounds during school hours without staff permission

MINOR PROPERTY DAMAGE/VANDALISM - Intentional damage to property belonging to or used by the school district. This also includes intentional damage to hardware, software or other equipment belonging to or used by the school district; or Intentional damage to the property of staff members or others.

PHOTOGRAPHIC OR RECORDING DEVICE MISUSE - Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. Use of device that incites or encourages violence is prohibited. This prohibition includes the distribution of a picture(s)/recording that impinges upon the personal privacy of another. Also included is the creation, possession, or dissemination of sexually explicit images, videos, text messages or emails, usually by digital medium. Receipt of inappropriate data should be reported to Administration immediately. Use of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process dependent upon severity of violation. Upon investigation by administration evidence may be reported to law enforcement and/or St. Louis County Initial Intervention Unit (IIU).

PHYSICAL AGGRESSION - An intentional act by a student resulting in bodily harm

COMPUTER - Data tampering, unauthorized use of data, violations of Policy 3187-Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (e.g. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.

RECORD AND IDENTIFICATION FALSIFICATION - A student shall not falsify signatures or data, refuse to give proper identification, give false identification when requested to do so by a staff member, or give a false name or date of birth to police.

THEFT - A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other's consent and with intent to deprive the owner permanently of possession of the personal property.

THREATS/INTIMIDATION - Any expression of intention to cause harm or violence to another person or another's property that is delivered by someone in immediate physical proximity to the person being threatened. The potential for immediate harm or violence must exist.

TOBACCO - Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on school district facilities. School district facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the school district. No one will use tobacco products or tobacco related devices while in or on school district facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on school district facilities. Exception - (MN Statute 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support. It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

VERBAL ABUSE - A student shall not engage in name calling, insults, or otherwise obscene or harmful language/comments directed at someone or a group of people. Note: Need to differentiate from threats, bullying, harassment, and disruption/insubordination.

LEVEL 4

Behavior that is considered illegal or disrupts the educational environment, student learning, or staff working with risk of/severe harm to self or others

- Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, contact support staff and/or authorities, write office referral and use support intervention and/or restorative practice intervention as needed.
- Out of School Suspension is used for the purpose of safety and intervention planning.
- Consider expulsion.

Behavior and Description

ALCOHOL - A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. In a school zone as defined by Minnesota Statutes.

ARSON - 1. "Arson" is the intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the 'school zone' on school-sponsored/supervised activities. 2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s). 3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinklers, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system. 4. Matches, lighters, and other fire starting materials are not allowed on school premises.

ASSAULT - "Assault" is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another
ASSAULT SEXUAL - "Sexual Assault" means "sexual contact" or "sexual penetration" without "consent," as those terms are defined in Minnesota Statutes Section 609.341.
BOMB - A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets and mines. This also means devices that produce a chemical reaction that result in destruction
BOMB THREAT - A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause an emergency response of a school building or grounds or a school-related activity.
FIGHTING - "Fighting" is mutual combat in which both parties have contributed to the situation by verbal and/or physical action
GANG ACTIVITY - Gang activity is strictly prohibited. A "gang" is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy. This includes gang symbols, gestures, and attire.
HOMICIDE - A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.
ILLEGAL DRUG, PRESCRIPTION DRUG, THC, CBD, MARIJUANA - A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. • In a school zone as defined by Minnesota Statutes.
CONTROLLED SUBSTANCE (Prescription) - A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: • In a school zone as defined by Minnesota Statutes immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day
PYROTECHNICS - A student shall not possess or detonate fireworks
ROBBERY - A student shall not obtain property from another by use of force or threat of force.
TERRORISTIC THREATS - A student shall not threaten to commit any crime of violence with the purpose to terrorize another person(s).
TRESPASSING - A student shall not be physically present in a school building without permission, after being requested to leave by a school official, or after suspension or expulsion.
VANDALISM/PROPERTY RELATED - 1. A student shall not willfully cut, deface, or otherwise damage in any way any property, real or personal. This includes school buses. 2. A fee will be charged for lost or destroyed textbooks, workbooks, library books or other school property.
WEAPON - "Dangerous weapon" means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace, any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is likely to produce death or great bodily harm. This includes any lookalike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any other student to possess, store, handle, or transmit these weapons in: • Any school building. • On any school premises. • On any school-provided transportation. • Off the school grounds at any school-related activity, event, or function. • In a school zone as defined by Minnesota Statutes.

Definitions of interventions and Disciplinary Actions

ANTECEDENT BASED & ENVIRONMENTAL INTERVENTIONS - Ways to change the environment that promote an increase of pro-social behaviors and simultaneously reduce the possibility of challenging behaviors to occur.

DETENTION - A student may be asked to come before school, stay in during lunch, or remain after school by a teacher or principal for the purpose of correcting a violation. Any student who is instructed to report before or after school but is unable must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

EXPULSION OR EXCLUSION - "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. "Exclusion" means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, The Pupil Fair Dismissal Act. A School Board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, a firearm is as defined in United States Code, Title 18, Section 921. In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the School Board within two days of the end of the hearing. The decision of the School Board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

IN-SCHOOL SUSPENSION - An action by school administration where a child is temporarily removed from his or her regular classroom(s) but remains under the direct supervision of school personnel.

ALTERNATIVE TO SUSPENSION - An intensive space to support students in lieu of suspension. Programming is focused heavily on restorative interventions and social

emotional learning support to provide students with skill building opportunities, de-escalation, problem-solving and harm repair. This programming could look differently based on the services needed at a school building from a very intensive space/program to a less intensive space.

OUT-OF-SCHOOL SUSPENSION - An action by school administration prohibiting a student from attending school for a period of no more than 10 days. Each suspension action may include a re-entry meeting and readmission plan.

PARENT(S) OR GUARDIAN(S) CONFERENCE - A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s).

REFERRAL TO SCHOOL BEHAVIOR TEAM OR CHILD STUDY TEAM - Schools use a multi-tiered system of support. Students can be referred to a small school team for academic or social-emotional-behavioral interventions. The process varies a bit at each school but includes a brief meeting, determining an intervention, trying it for approximately 30 school days, and reviewing outcomes.

REFERRAL TO COMMUNITY SERVICE(S) - School staff may work with parents or guardians to support the consideration of accessing community services. The process of helping a family connect to a community service, sharing information (with permission), or making introductions to a community service are all part of a "referral".

REFERRAL TO JUVENILE AUTHORITIES - If a student's behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student's removal from the building. The student will, in all cases, be accorded the rights of due process.

RESTORATIVE PRACTICES - Restorative practices are an approach used with students that promotes inclusivity of all through relationship-building and problem-solving. Methods such as circles, restorative chats, mediations and conferencing may be used to resolve issues or conflicts as they arise and to bring those harmed, those who harmed, and their supports together to address any wrongdoings. Through this process, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm. Unlike punishment, when using restorative practices we attempt to resolve issues "with" students rather than doing something "to" them or "for" them.

RISK SCREENING & REFERRAL FOR ASSESSMENT - Students deemed to be a threat to themselves and/or others may be asked to undergo a risk screening and/or formal risk assessment by a district approved mental health professional before being readmitted to school.

REFERRAL TO BUILDING AND DISTRICT RESOURCES - Referral to building and district resources is to be made by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student. Reasonable attempts will be made to contact parent(s) or guardian(s) regarding referrals to building and district resources.

REMOVAL FROM CLASS - All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon their return to class. Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled "Students with Disabilities."

TEACH / RETEACH / REINFORCE DESIRED SKILL OR BEHAVIOR - To identify and provide instruction of new skills or behaviors to replace challenging or harmful behaviors. New behaviors are most effective when considered "functional" and meet the same needs as the challenging or harmful behavior. Reinforcement of a desired skill or behavior is anything that comes after the behavior that makes it more likely to be used again. Reinforcement may be a tangible item or activity, verbal or non-verbal recognition, the experience of learning something new, or simply meeting the initial need.

TIER 2 FUNCTIONAL BEHAVIOR ANALYSIS AND BEHAVIOR SUPPORT PLAN - An attempt to determine the function or purpose of a behavior through interviews, review of available information and data, and maybe observation. The idea is to then create a plan to support desired behaviors that meet the same needs in a more pro-social manner.

ADDITIONAL INFORMATION:

INFORMATION AND REVIEW PROCESS – Students, parent(s) or guardian(s) who wish to discuss concerns or review disciplinary actions, except for expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

SCHOOL ZONE - Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

STUDENT CONFERENCE - Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. During this conference, students may be asked to formulate a plan which addresses their behavior and a commitment to solutions for improvement

PART IV — HEALTH AND SAFETY

Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the building nursing staff.. Parents/

guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

Asbestos Management Plan

The school district has developed an asbestos management plan. Contact the District Safety Health and Environmental Coordinator.

Crisis Management

The school district has developed a "Crisis Management" policy. Each school building has its own building-specific crisis management plan called the Emergency Response & Crisis Management manual. Students and parents will be provided with information as to district- and school-specific plans.
The "Crisis Management" policy addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

Emergency Contact Information

When there is an emergency within a school building or the district, parents/guardians will be notified through the district's emergency notification mass communication system. Parents/guardians will receive a text message, phone call and email regardless of opt-out communication requests.

Health Information

First Aid

The nurse's office in each building is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 may be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in each building. Locations of AEDs are indicated on the building map located in each entry vestibule. Tampering with any AED is prohibited and may result in discipline.

Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Please call your school health office to report the following health conditions: COVID-19, Chickenpox, Strep Throat, Influenza, Head Lice, Mumps, Measles, Meningitis, Pertussis (Whooping Cough).

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

Health Service

Research has shown that students with an optimal level of wellness are more receptive to the learning process. Therefore, Duluth Public Schools health service staff strive to promote the health of students and promote a healthy school environment. The primary goal of health services is to eliminate/minimize health related barriers to learning. To accomplish this, health service staff, as part of the school team, works to:

- Promote student and staff wellness.
- Provide skilled nursing.
- Protect students' well being.
- Enhance healthy behaviors.
- Encourage self-care.
- Assess and communicate student health concerns through referral to parents/guardians.

The Licensed School Nurse provides leadership of the daily health office operations, promotes health equity by connecting students and families to community health resources, and maintains continuity of care between home, medical provider, and school through medical and educational planning. The Licensed School Nurse also provides health assessment and planning throughout the Special Education process.

Health Assistants provide students with daily health services through medication administration, first aid for illness and injury, and skilled nursing procedures

under the delegation of the Licensed School Nurse.

WHEN TO KEEP YOUR CHILD HOME

Many students and parents are frequently concerned about when students should stay home or attend school. The following information is intended to help with this decision. General practice:

- If a student has had a fever of 100 degrees or more, the student must stay home for 24 hours after the temperature returns to normal without fever reducing medication.
- If a student has vomited or had diarrhea, the student must stay home until 24 hours after the last episode.
- If a student has had any rash that may be disease-related or the cause is unknown, check with your family physician before sending the student to school.
- If a student is ill, please call the school daily to report the illness.

When a student is sick, parents often wonder whether or not to keep a child at home from school. If a child stays home and has the care they need when first sick, they will often get better faster. Staying home and resting will help the body fight the sickness. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please contact the school attendance line.

WHEN A CHILD IS SICK AT SCHOOL

If your child becomes ill at school and needs to go home, the Health Services Staff will contact a parent/guardian. Children must call from the health office and not from their cell phones.

If staff are unable to reach parents and determine that the student must go home, emergency contacts will then be called. It's important for parents to keep emergency contacts updated and ensure that they are available during the day. Your child will not be allowed to leave school without contacting an adult.

In the event of an emergency, 911 may be called.

HEAD LICE

Anyone can get head lice. Head lice are most often transmitted through head to head contact. School transmission is rare. Some common symptoms of head lice include: itching and scratching of the scalp and neck, feeling that something is 'crawling' in the hair, sores from constant scratching, and seeing lice on the scalp or nits attached to the hair shaft. If your child has any of these symptoms, please check your child's head for lice. Also, all household members and other close contacts of the person with lice should be checked.

Should your child be found to have live lice in their hair during the school day, a parent/guardian will be contacted by a health office staff member. The students may remain in school but prompt treatment is recommended.

VISION AND HEARING SCREENINGS

Students may receive hearing and/or vision screening upon request from a teacher if the teacher suspects that there may be a hearing or vision concern that is affecting the student's ability to learn. If you do not wish for your child to receive vision and/or hearing screening, please inform your school health office. The screenings are not intended to replace professional examinations.

Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school health office. Immunization records must be provied by Oct. 13. Student may be excluded if required immunizaions have not been administered by Oct. 23. Policy 530 can be found on the district website at isd709.org/about-us/policies.

Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Authorization to Administer Medication" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement

between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student's prescription medication.

Pesticide Application Notice

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school offices), and the long-term health effects of the class of pesticide on children can be requested by contacting the District Facilities Manager.

Safety

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety. More information about our safety protocols visit isd709.org/about-us/safe-and-welcoming.
Duluth Public Schools has adopted and implemented ALICE district-wide and is an official ALICE district. More information about ALICE and how we prepare students visit isd709.org/about-us/safe-and-welcoming.

Visitors in District Buildings

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the office and to wear a "visitors badge" while in the building during the school day. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.

APPENDIX A

School District Policy Cross Reference Table

All district policies can be found online at isd709.org/about-us/policies

Topic	Policy Number(s)
Accidents	806
Alternative Educational Opportunities	5075
Attendance	503, 503R
Bullying Prohibited	514
Cell Phone	5090
Class Assignments	515
Complaints	103
Course Credits Required	604
Crisis Management	806
Discipline	506
Drug-Free School and Workplace	418, 4036R
Emergency Contact Information	515
Employee Directory	4171
Employment Background Checks	404
Equal Access to School Facilities	801
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Field Trips	6160, 6160R
Fundraising	511, 511R
Gifts to Employees	1095
Graduation Requirements	5070
Harassment and Violence Prohibited	413
Hazing Prohibited	526
Health Information	4055, 4065, 5130, 516, 516.5, 518, 530, 806
Homework	6165
Internet Acceptable Use	524
Interviews of Students by Outside Agencies	1155
Nondiscrimination	102, 401, 521, 522, 5110
Notification of Violent Students	5022
Parking on School District Property	5095
Pledge of Allegiance	531
Post-Secondary Enrollment Options	620
Schedule	602
School Activities	510
School Closing Procedures	806
School Calendar	602
Searches	506, 5095
Student Dress and Appearance	504, 504R
School Meals Policy	534
School Promotion and Retention	513
Student Publications and Materials	505, 5080
Student Records	515
Student Surveys	520
Summer School	6195
Tobacco-Free Schools	419
Transportation of Public School Students	707, 3160, 710
Vandalism	4040R
Video and Audio Recording	711, 712
Visitors in School District Buildings	1080, 3125, 3125R
Weapons Prohibited	501

APPENDIX B

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

III. DEFINITIONS

A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, or placing material in internal staff or student mailboxes.

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

C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

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

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

1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption"

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

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

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

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

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

IV. GUIDELINES

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

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

1. is obscene to minors;

2. is libelous or slanderous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.

4. advertises or promotes any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);

7. presents a clear and present likelihood that, either because of its content of the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

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

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

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

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

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

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

E. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

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

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

VI. PROCEDURES

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

1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.

2. Date(s) and time(s) of day intended display or distribution.

3. Location where material will be displayed or distributed;

4. If intended for students, the grade(s) of students to whom the display or distribution is intended.

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

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

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

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

VII. DISCIPLINARY ACTION

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

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

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

VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

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

IX. IMPLEMENTATION

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

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

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

Adopted: 02-15-2000
Reviewed: 08-15-2023

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

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

or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;

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

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

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

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

E. Education Records

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

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

   a. Records of instructional personnel that are:

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

      (2) used only as a personal memory aid;

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

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

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

      (1) maintained separately from education records;

      (2) maintained solely for law enforcement purposes; and

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

jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

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

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

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

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

J. Parent

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

K. Personally Identifiable

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

L. Record

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

microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

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

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

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

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

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

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

B. Eligible Students

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

C. Students with a Disability

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

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

a. a specification of the records to be disclosed;

b. the purpose or purposes of the disclosure;

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

d. the consequences of giving informed consent; and

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

3. When a disclosure is made under this subdivision:

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

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

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

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

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

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

a. in plain language;

b. dated;

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

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

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

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

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under

Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

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

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

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

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

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

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

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

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

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

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

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

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

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

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable

information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

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

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

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

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

the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

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

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

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

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

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

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

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

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

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must

inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any

teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

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

C. Nonpublic School Students

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

1. Pursuant to a valid court order;

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

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

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

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

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

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

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

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

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

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

2. Home address;

3. School presently attended by student;

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be

signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

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

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

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

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties,

such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

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

C. Investigative Data

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

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

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

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

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

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

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

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

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

proceedings.

D. Chemical Abuse Records

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

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

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

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

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

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

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

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

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

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

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

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

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

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

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

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

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

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

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;

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

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

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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

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

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

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

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

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

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

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

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures

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

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

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

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

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

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

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

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

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

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

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

   c. any schedule of standard copying charges established by the school

district in its normal course of operations;

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

e. mailing costs.

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

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

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

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

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

B. Right to a Hearing

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

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

and so inform the parent of the student or the eligible student in writing.

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

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

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

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

C. Conduct of Hearing

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

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

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

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

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zunich.

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

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

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

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

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

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

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

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)

20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

Replacing:	Policy 5060
First Reading:	05.16.2023
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Adopted:	06.20.2023

APPENDIX D

520 STUDENT SURVEYS

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.

E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent/guardian, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent/guardian;
2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents/guardians:

a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent/guardian" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.

c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other post-secondary education recruitment or military;

(b) book clubs, magazines, and programs providing access to low cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students. "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental/guardian notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

V. NOTICE

A. The school district must give parents/guardians and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents/guardians at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents/guardians direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents/guardians the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Adopted: 01-19-2021 ISD 709

APPENDIX E

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

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

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

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

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

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

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

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

1. All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
    A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
    B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.

2. Behaviors under the major category in the student handbook are documented in the Student Information System.

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

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

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

1. Support staff will determine appropriate location away from the classroom setting.

2. The level of response will vary depending on the level of behavior as articulated in the Interventions and Disciplinary Actions section of the District Student Handbook

3. The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

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

1. Procedures for re-entry to the classroom could contain but is not limited to

harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

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

1. All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.

H. Students with a Disability; Special Provisions.

1. Administration and/or case managers will consider whether there is a need for further assessment;

2. An IEP team will consider whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and

3. Any determined appropriate services for referring students in need of additional or alternate special education services.

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

1. Pursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.

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

1. Teachers will follow the identified Positive Behavior Intervention and supports as identified by each site's PBIS team.

XII. DISMISSAL

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

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

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

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 12A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

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

following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

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

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the

evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

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

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the

right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

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

XIII. ADMISSION OR READMISSION PLAN

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is <u>not</u> a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline <u>is</u> a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a

nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

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

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

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

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5085
First Reading: 11.21.23
Second Reading: 12.19.23
Adpoted: 12.19.23

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly

to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

b. The following reasons shall be sufficient to constitute excused absences:

(1) Absences where the guardian has notified school within 24 hours of absence.

(1) Illness.

(2) Serious illness in the student's immediate family.

(3) A death or funeral in the student's immediate family or of a close friend or relative.

(4) Medical, dental, orthodontic or mental health treatment/appointments.

(5) Court appearances occasioned by family or personal action.

(6) Religious instruction not to exceed three hours in any week.

(7) Physical emergency conditions such as fire, flood, storm,

etc.

(8) Official school field trip or other school-sponsored outing.

(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

(10) Family emergencies.

(11) Active duty in any military branch of the United States.

(12) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

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

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APPENDIX G

514 BULLYING PROHIBITION POLICY

I. PURPOSE

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

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

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

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

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

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

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

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

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

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

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

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

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

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

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

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

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.

H. "Student" means a student enrolled in Duluth Public Schools.

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

J. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

IV. REPORTING PROCEDURE

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

B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at isd709.org/families/bullying-harassment to access bullying report forms.Oral reports shall be considered complaints as well.

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

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be

responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

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

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

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

V. SCHOOL DISTRICT ACTION

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

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:

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

- The context in which the alleged incidents occurred.

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

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

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.

- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:

  - Safety planning
  - Student conference(s)
  - Working with parents of involved students
  - Teaching/reteaching of desired skills or behavior
  - Reinforcing desired skills or behaviors
  - School disciplinary action (detention, suspension, etc.)
  - Connecting students/families to school, district, community resources
  - Consideration of a restorative process if all parties are prepared and willing

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

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

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

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

VI. RETALIATION OR REPRISAL

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

VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the

number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

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

VIII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

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

1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.

2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.

3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.

4. Recognizing, responding to and reporting bullying.

5. Information about the incidence and nature of cyberbullying.

6. Information about Internet safety issues as they relate to cyberbullying.

7. Student-staff relationships and initial responses to students making a report.

8. A review of the district’s reporting requirements related to bullying and cyberbullying.

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

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

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

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

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

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority,

diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

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

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

IX. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

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

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

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

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

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

IX. POLICY REVIEW

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Malicious and sadistic conduct involving race, gender, religion, sexual harassment, sexual orientation, and sexual exploitation is prohibited under Minnesota Statutes, chapter 121A.0312

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084
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APPENDIX H

413 PROHIBITING HARASSMENT AND VIOLENCE

GENERAL STATEMENT OF POLICY

Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment and violence.

In this school district, harassment and violence, whether verbal, physical, or cyber, which creates a hostile climate, is unacceptable and will not be tolerated. Harassment and violence are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, District policies, and applicable labor agreements.

Therefore, it is the policy of ISD 709 to maintain a work and learning environment that is free of harassment and violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined in this policy.

Harassment based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 – 363.20, and may represent a criminal law violation.

Violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their membership or perceived membership in a protected group.

It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined by this Policy and Regulation 4015R. (For purposes of this policy, school personnel include: School Board members, administrators, teachers, all other school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD 709.)

It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as any other forms of violence as defined by this policy upon any pupil or school personnel.

ISD 709 will act with reasonable diligence to take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written, of improper actions or statements which may constitute harassment and violence as defined in this policy and Regulation 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695.

A report will be given to the School Board at the regular meeting in July, a summary of the number of harassment complaints, types of complaints and the action taken to resolve the complaint. This will be done without releasing any case specifics, information or personnel data.

For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Regulation 4015R.

Cross References: Resolution 413R (Prohibiting Harassment and Violence)
Resolution 413.1R (Harassment Complaint Form)

Replacing: Policy 4015
First Reading: 05-19-2015
Adopted: 06-16-2015
04-19-2016 ISD 709 *(Renumbering only)*
First Reading: 07-19-16
Second Reading: 8-16-16

APPENDIX I

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.

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

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

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

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

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

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.

H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

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

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

D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.

E. "Student" means a student enrolled in a public school or a charter school.

F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

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

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

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

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

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

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

V. SCHOOL DISTRICT ACTION

A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

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

D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.

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

F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

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

VII. DISSEMINATION OF POLICY

A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Replacing: Policy 5083
First Reading: 01-18-2022
Second Reading: 02-15-2022
Adopted: 02-15-2022

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

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

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assistwith enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140
First Reading: 04.26.2022
Adopted: 05.17.2022
Reviewed: 09.19.23

APPENDIX K

534 SCHOOL MEALS POLICY

I. PURPOSE

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

II. PAYMENT OF MEALS

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

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

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

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

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

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

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

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

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

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

F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

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

B. Families will be notified of an outstanding negative balance once the negative balance reaches $10.00. Families will be notified by monthly billings sent home.

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. Negative balances of more than $50.00, not paid prior to the end of August, before new school year starts, will be turned over to accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection.

D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

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

Cross References: None

New Policy: 534
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Adopted: 08-22-2017
First Reading: 11-15-2022
Second Reading: 12-20-2022
Adopted: 12-20-2022
Reviewed: 11-21-2023

APPENDIX L

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. Clothing bearing a message that is lewd, vulgar, or obscene.

2. Apparel promoting products or activities that are illegal for use by minors.

3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.

4. Any apparel or footwear that would damage school property.

D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing:	Policy 5100
First Reading:	06.20.2023
Second Reading:	07.18.2023
Adopted:	07.18.2023

504R STUDENT DRESS AND APPEARANCE

Statement

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Student dress code should support school attendance and engagement.
- Dress code violations should be addressed using student/body-positive language to explain the code.
- Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

1. Basic Principle: Certain body parts must be covered for all students at all times. Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric.

2. Student Must Wear, while following the basic principle of Section 1 above:

    - A Shirt (with fabric in the front, back and sides that covers the middle torso) AND
    - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
    - Weather & activity appropriate shoes.

3. Student May Wear:

    - Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

- Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.

4. Students Cannot Wear:

    - Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
    - Bulky jackets/coats intended for outside wear and must be kept in the student's locker during regular school hours.
    - Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
    - Objectionable emblems, badges, symbols (including confederate flags & swastika's), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

References: 514 Bullying Prevention
521 Student Disability Nondiscrimination
522 Title IX Sex Nondiscrimination Policy
541 Gender Inclusion
526 Hazing
413 Prohibiting Harassment and Violence
Duluth Public Schools Code of Conduct

Adopted: 06-15-2023

DEPARTMENT OF EDUCATION

Statewide Assessments:
Parent/Guardian Participation Guide and Refusal Information

Your student's participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

Assessments Connect to Standards

Statewide assessments are based on the Minnesota Academic Standards or the WIDA English Language Development Standards. These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

ACCESS and Alternate ACCESS for English Learners

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student's learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

Taking Statewide Assessments Helps Your Student's School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student's school to learn more about locally required assessments.

Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any other consequences for not participating.

Explore the Statewide Testing page for more information.

(education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing)

Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 20_____to 20_____school year.)

DEPARTMENT OF EDUCATION

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

Statewide Assessment: Parent/Guardian Decision Not to Participate

Student Information

First Name: _____Middle Initial: _____Last Name: _____

Date of Birth: _____ Current Grade in School: _____

School: _____ District:_____

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____

Reason for Refusal:_____

Please indicate the statewide assessment(s) you are opting the student out of this school year:

- ☐ MCA/MTAS Reading
- ☐ MCA/MTAS Mathematics
- ☐ MCA/MTAS Science
- ☐ ACCESS/Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

Updated April 21, 2022

Program

Prelude Selections Directed by Tracey Gibbens
Duluth Symphonic Winds Community Band

Processional Graduates
"Pomp and Circumstance" by Sir Edward Elgar

Welcome Chris Vold, AEO Coordinator

Pledge of Allegiance Audience

Master of Ceremony Joseph Schingen, AEO Teacher

Presentation of Class of 2024 Nathan Glöckle, Principal

Acceptance of Class of 2024 John Magas, Superintendent

Awarding of Diplomas John Magas, Superintendent

Movement of Tassel Joseph Schingen, AEO Teacher

Recessional Graduates

Class of 2024

High School Graduates

Emma Bain
Natalie Carlsness
Chloe Clark
Jayla Dobbs
Luke Dynek
Aleksandra Gavrilova
Sophia Gustafson
Donna Hoffbauer
Anna Koski
Reese Koski
Mattisyn Krall
Mackenzie Kuehnow
Joseph Lenard
Jacob McPherson
Marissa Norlien
Lily Norman
Chase Peterson
Max Rubin
Alicia Schleicher
Dominic Sloot
Reilly Stone
Evan Sullivan
Brigitte Truchot
Kaylee Velzke
Forest Wright

Superintendent John Magas
Assistant Superintendent Anthony Bonds
Communications Officer Adelle Wellens
Director Secondary Ed (TLE) Jen Larva

School Board Members
Henry Banks
Rosie Loeffler-Kemp
Jill Lofald
Sarah Mikesell
Amber Sadowski
Stephanie Williams

Congratulations

"Graduation is not
the end; it is the beginning."

–Senator Orrin Hatch

Graduation Ceremony

Academic Excellence Online
High School



Tuesday, June 4, 2024
5:00 pm

DECC Symphony Hall
Duluth, Minnesota

Graduation Ceremony

Area Learning Center
Bridge Program
Duluth Adult Education
Transition 12 Program



Tuesday, June 4, 2024
7:00 pm

DECC Symphony Hall
Duluth, Minnesota

Congratulations

Congratulations Graduate on this momentous day. You've worked hard to achieve your goals and now you're on your way to seek new vistas, dream new dreams, embark on who you are, embrace life with passion, and keep reaching for your stars. Go for it!

Program

Prelude Selections Directed by Tracey Gibbens
Duluth Symphonic Winds Community Band

Processional Graduates
"Pomp and Circumstance" by Sir Edward Elgar

Welcome Nathan Glöckle, Principal ALC

Pledge of Allegiance Audience

National Anthem Gracie Hanson, ALC IS

"Honor Song" Brian Stillday

Honored Guests

John Magas, Superintendent
Anthony Bonds, Assistant Superintendent
Simone Zunich, Exec Director of Finance & Business Services
Jason Crane, Director of Special Services
Adelle Wellens, Communications Officer
Jen Larva, Dir. Secondary Ed (TLE)
Patty Paquette, Exec Assist. to the Superintendent & School Board

ISD709 School Board Members

Henry Banks
Rosie Loeffler-Kemp
Amber Sadowski
Jill Lofald
Sarah Mikesell
Stephanie Williams

Class of 2024

Class Speakers Robert Taylor, ALC
Arbor Taylor, ALC
Nevada Urrutia, ALC
Rochelle Norton, DAE

Keynote Speaker Commander Mark Rittenhouse
Executive Officer in US Navy

Presentation of the Class of 2024
Nathan Glöckle, Principal ALC

Acceptance of the Class of 2024
John Magas, Superintendent

Awarding of Diplomas
John Magas, Superintendent

Articulators Jenny Ahern, AEO Teacher
Carla Meneghini, AEO Teacher

Movement of Tassel Angie Frank, DAE Coordinator

Group Picture Adelle Wellens, Communications Officer

Recessional Graduates
"Travel Song" performed by Brian Stillday

GED

Dillan Lindholm
Ximon Lucero-Moran
Jacob Morton
Haylea Roisum Davey
Cody Sandstrom



Adult Diploma

Jossalin Anderson
Kirby Benjamin
Colten Boozell
Abigail Ericson
Juanita Gawboy
Andrew Goodreau
Lavone Gregorich
Kari Hales
Jordan Harker
Lillian Hartzel
Reanelle Houle
Justice Hunt
Jamilla Johnson
Deven Jones
Sonya Kirkman
Tiffany Lee
Lanae Medina-Graciano
Darrian Moose
Quenton Neal
Chloe Nelson
Rochelle Norton *
Jessica Niemi
Karla Odegaard
Lily Soger
Taliyah Sumpter
Chris Vujcevic
Donnie White

* denotes class speakers

Bridge Program

Dillon Gautsch
Katilyn Maciejeski
Brooklyn Peterson
Calvin Holley
Mason Russell

Transition 12 Program

Thomas Anderson
Gabriel Carrillo
Brandon Danielson
Keaton Davidson
Jaidyn Jacobs
Ali Roberts
Lucas Thompson



High School Diploma

Amidy Alvar
Lilyanna Anderson
Miles Anderson
Sophia Bata
Adrian Baxter
Ava Bayliss
Arianna Benjamin
Liberty Bilges
Harrison Birong
Olivia Bowen Bradt
Aliyah Brigan
Lucy Budisalovich
Nicholas Budney
Imanol Canizal-Martinez
Jocelyn Carlson
Luca Carranza
Aubrie Ceglowski
Miah Christen
Dane-Jia Christopher
Nolan Clements
Destyni Forever Clingerman
Jayden Cloutier
Brighten Cook
Ethan Crown
Bridget Dixon
Clarice Dufault
Ivery Engstrom
Sydney Erlitz
Elijah Evans
Jasmine Fechner
Samara Flynn
Karina Franckowiak
Hanna Frestedt
Alana Gagnon
David Garramone
Fiona Gordon Comb
Felicia Gould
Summer Granger
Lucy Gressman
Gavin Hall
Gracie Hanson
Antranise Hardnett
Jonathon Hurst
Owen Johnson
Marisa Johnson
Devin Johnson
Amber Johnston
Tiarra Jones
Kylie Karsh
Benjamin Keuten
Aidan Klassen
Mya Klassen
Julia Koepp
Paige Kust
Silas Larsen
Alice Leino
Isaac Lopit
Caleb Martin
Eliviya McCall
Kierra McFarland
Carson Meneghini
Tabitha Mercer
Adrielle Miketin
Michael Miner
Star Mishler
Lily Nelson
Zoe Olson
Alyssa Petersen
Tekia Phagan
Jenna Rabold
Elijah Redepenning
Kyle Roberts
Damya Robinson
Lucas Rodenwald
Nakeya Rolin
Justice Rux
Amir Salehi
Lydia Sarazine
Maxwell Schroeder
Dylan Scott
Sara Schaeffer
Elvira Shchoholieva
Ayden Sherin
Cerina Stahlman
Fayth Stokes
Alexis Tandiciad
Arbor Taylor *
Robert Taylor *
Sierra Thompson
Mahalia Thygeson-Johnson
Nevada Urrutia *
Jackson Wagner-Lundberg
Kecia Waliezer
Taylor Walsh
Gianna Ware
Marcus Williams
Miracle Wood
Zoe Worgren
Olivia Wyatt
Kolbie Wyland
Tamodjae Yarbrough
Michelle Yu



* denotes class speakers

PROGRAM

In order to preserve the dignity of this occasion, it is requested that no flash pictures be taken during the ceremony.
Please hold all applause and actions that may distract from the ceremony until all students have received their diplomas.

Prelude ..... Michelle Gribbon

Processional, *"Pomp and Circumstance"* ..... Edward Elgar
(Please remain seated during Processional)

Welcome ..... Tom Tusken, Principal

Presentation of Colors ..... John Fisk & Leo Gamache

National Anthem (Please stand if you are able):

Laelia Sacket
Ayden Cavanaugh
Hailey Radosovich
Azalea Peglow
Abby Bergh
Emmanuel Sanner
Kaitlyn Johnson
Haley Kovach-Hubert
Lauryn Molitor
Devon Orozco

Welcome & Introduction of Guests ..... Jackson Chederquist

"Honor Song" ..... Brian Stillday

Honorary Graduate ..... Harlan Jerome Olson

"Weave" ..... Johanna Cummins, Senior Class Advisor

"Graduating Class of 2024" ..... Lauryn Molitor, Class Speaker

"The Film of Four Years" ..... Olivia Christner, Class Speaker

Presentation of Class & Comments ..... Tom Tusken, Principal

Acceptance of Class & Comments ..... John Magas, Superintendent of Schools

Awarding of Diplomas ..... Tom Tusken, Principal
Joanna Sackette, Assistant Principal
Tanya Jackson, Assistant Principal
Johanna Cummins, Senior Class Advisor
Jessica Anderson, Leah Hamm, and Geri Saari, Counselors

Turning of the Tassel ..... Lydia Saxon

"Halls of Denfeld" ..... Traditional
Recorded by the Denfeld Combined Choir and Conducted by Rachel Lofald
(Please stand if you are able)

Chimes ..... Regine Frederick

Recessional, *"Triumphal March"* ..... Verdi
(Please remain seated until all graduates have recessed)

I certify that the following students have graduated from Denfeld by completing all credits required 6/10/2024.
Thomas Tusken, Principal Th W. Th 6/11/24

GRADUATES

Noah Abernethy
DaVahn Addy
Jacob Adkins
Fatima Al-Fahed
Lillian Aleshire
Aidan Altona #
Camilo Alvarez Martinez
Devin Anderson #
Katelyn Anderson
Riley Anderson
Josiah Anthony
Nolan Baker *#
Benjamin Bandy
Addison Bartling *@^#
Antonine Battees
Milla Beldo *^#
Abby Bergh
Toby Berndt
Lamyaka Boddy
Sierra Boitz
Rheace Boles
Mace Brooks
Gabriel Brown #
Gabrial Buck
Marley Bugbee *@^#
Lucas Bunnell
Faith Cabrera ^#
Mackenzie Carlson
Angie Caron
Courtney Carson #
Ayden Cavanaugh *
Jackson Chederquist
Ian Cherne
Kenyatta Christian
Olivia Christner *^
Megan Colt #
Venus Conway
Destiny Corrigan *#
Naveah Crawford
Neishyra Dandrige
Alexis Davis
Aubrey Decker
Erica Dilley
Kaden Dixon
Alyssa Doyle *@^#
Connor Doyle ^
Natalie Dueffert
Jeremy Dukart
Matthew Eklund ^
Adili Elfundi
Jonah Engebretson
Braden Entsminger

Rylie Erhardt
Tierney Erickson
Braeden Erickson #
Cayden Erickson
Virgil Clementine Eugenis #
Easton Everett
Madissen Fava Aaron
Jacob Feiro *@^#
John Fisk
Brendan Flaig
William Foldesi *^#
Henry Foster
Garrett Frazer
Garrett Froberg
Alexander Gallant
Leonardo Gamache #
Jude Garcia
Shanice Gayton
Arianna Gimpel
Sasha Goodman
Alyssa Grammer
Owen Griggs
December Haedrich @#
Brooklyn Halder
Conner Hall
Faith Hanson
DaShawn Hartle
Amadea Heard
Jayda Hendrickson
Carter Hill
Lilliana Hitchcock
Tashyna Holmes
Lila Jarvis
Andrew Johnson
Gabriel Johnson
Gracie Johnson ^
Kaitlyn Johnson
Rainee Johnson
Teya Johnson
Madeline Juntunen *#
Paris Key
Caleb Kilroy
Janelle King
Jaiden Kovach
Haley Kovach-Hubert #
Cora Kreager ^
David Kutasevich-Stewart
Madux Kutasevich-Stewart
Adella Lacayo #
Alexandra LaFreniere
Evan LaPlante
Antonio Lara

Kyle Larson
Gabriel LaTour
Sierra Lattanzio
Arielle Lautenschlager *@#
Scott Leslie *#
Riley Linder
Isabelle Luoma #
Hanna Main
Colour Maki
Ellie Marciniak #
Elena Matson *^#
Ella Mattonen *@^#
Mason Mattson
Brady McGinn
Addison McKay
Clark Moen
Lauryn Molitor
Cheri Monroe
Daquan Moore
Dashawn Moore
Cheyenne Moorman #
Queen Munos
Olivia Nelson
Kylee Nelson-Washenesky
Ryan Nephew
Tyler Nevala
Thach Nguyen
Zachary Nichols
Grace Nonnemacher
Michael Olcott
Ashley Olson
Kaylee Olson
Devon Orozco
Ryan Palmiotto *@#
Allison Pank *@^#
Luke Pearson #
Azalea Peglow
Kenneth Perry
Deon'Tae Persuad-Davis
Riley Peters
Giovanni Powe
Finnley Powell #
Kareem Pulliam
Hailey Radosevich
Rhiannon Ramsdell
Camden Rask
Lily Reilly
Chevie Reisdorf
Benjamin Respler
Roxanna Rick
Kyra Robinson
Wyatt Roesler

Luke Rosholt @#
Jackson Saburn #
Laelia Sackett *@^#
TaTyanna Sanders
Emmanuel Sanner
Drew Sathers
Lydia Saxin
Augustus Schauer *^#
Dylan Schmidt
Blake Schroeder
Isaac Schroeder
Camryn Seguin *^#
Sarah Shaffer *#
Raghav Sharma
Jonathan Sherrington
Amyah Sias
Barry Silijendahl #
Vincent Simone
Megan Simonson
Caine Sjelin
Ayden Smith
Heaven Smith
JayShon Smith
Brooklyn Smith Porter
Brian Sommer
Emily Sommers
Richard Sorenson #
Ethan Starstead
Kortney Stroik
Tyler Stuart *^#
Chloe Sunnafrank
Ian Tanui #
Caddy Taylor *
Savannah Thompson
Desmon Tillman
Lenteria Tillman
Gina Udd *@#
Nolan Udd ^#
James Dale Van Doren
Conner Walsh
Carter Wedin
Amaria Williams
Adell Wormuth ^
Ziyah Xzandra
Audrey Zupec *

Top 10% of Class *
4.0 GPA @
National Honors Society ^
Academic Letter #

COMMENCEMENT

Duluth East High School
June 5, 2024

Processional - "*Pomp and Circumstance*" ..... Edward Elgar

Welcome and Introduction of Platform Guests ..... Lucy Stevenson
Co-President of Student Government 2023-24

Star Spangled Banner ..... Francis Scott Key

Honor Song ..... Brian Stillday
Red Lake

Singing for all graduates native or non-native.
Audience please stand.

Earth Song ..... Frank Ticheli
East High School A'Capella Choir
Paul Christenson, Conductor

Prologue ..... Olaeze Okoro
Class Speaker 2024

Andante Festivo ..... Jean Sibelius
East High School Symphony Orchestra
Byron Klimek, Maestro

The Legs of Our Chairs ..... Matthew Ring
Class Speaker 2024

Presentation of the Class of 2024 ..... Kelly Flohaug
Principal, Duluth East High School

Acceptance of the Class of 2024 ..... John Magas
Superintendent of Schools, ISD #709

Awarding of Diplomas ..... Kelly Flohaug, Principal
(Serenaded by Sterling Strings)

Class Response ..... Lucia Haggenmiller
Co-President of Student Government 2023-24

Ringing of the Chimes ..... Elliot Yung

East High School Alma Mater ..... Robert J. Vickers
(Audience 1st and 3rd verses; A'Cappella Choir 2nd verse)

Recessional
"*Abduction from Seraglio*" ..... Mozart
East High School Symphony Orchestra
Byron Klimek, Maestro

GRADUATES

East High Scholars: * Students with a GPA of 3.6 and above (Gold Tassel)
** Students ranking in the upper 5% of the graduating class (Silver Medallion) † Member of the National Honor Society (Gold Honor Cord)

Johnathan Richard Abbott *
Ella Lucia Abenth
Madison Christina Alvar
Miret Ellen Anchamo Grant *
Luke William Anderson
Raelee Lois Anderson
Aidan Miles Armstrong
Abram Clifford Aronson
Claire Christina Ashbaugh
Jameson Michael Asperheim
Piper Amelia Bagley *
Amilia Degenesh Bailey
McKenzie Mae Ball **†
Alexandra Marie Balthazor **†
Aria Ann Bauers *†
Chase Walter Baumgarten **†
David Eaton Baumgarten **†
Peter William Beaudry
Brandon Raymond Becker
Kayly Jean Beeman
Carter Cruz Bellefeuille
Camryn Elizabeth Beltezore
Anna Marilyn Berry **†
Wyatt Henry Bird *
Rowan Ila Bixler **†
Samuel Blascyk *†
Rachel Lyn Bockovich
Dylan Michael Bolin
Amira Lenor Allesaundra Borman
Tayte Salli Borstad *
Jackson Zachary Bouts
Donye Earl Jullion Bowman
Mary Kate Boyle *†
Jackson Lee Bradley
John Michael Bradley
Abby Elizabeth Brayden
Sydney Elizabeth Breiland **†
Jackson Brekken
Wesley Marcus Bremer
Cael Allen Brenning
Gabriella M K Brisbois *†
Hallie Lauryn Brockman
Maxwell Fredrick Buck
William Carl Bussey
Michael Thayer Butler
Tabithah Jade Butler
Kyle Aiden Bylon
Hannah jo Caldwell
Arthur Philip Calinao *
Peyton Owen Call
Bella Nicole Campbell
Nona Grace Campbell *
Girvin Ellis Aliganga Canete
Welles Ridley Carbert *
Erik Axel Carlson **†
Lily Joy Cattel
Anna Catherine Cervin *†
Ryan Anthony Christensen
Hayden Allen Churchill **†
Adriana Jeniel Cisneros Molina *
Nicholas David Ciurleo
Katelyn Maye Clark
Reese R Clark
Destiny Allan Clarke
Hayden Samuel Clore
Karyssa K Clough
Sahara Rose Coffman
Dylan Kenneth Cole
Leah Riker Coleman **†
Brighton Kathleen Cook
Liesl Belle Cope-Schaeffer **†
Lane Mitchel Costley
Rhees Kiyomi Cragun **†
Jami Melvin Craig-Snyder *
William Douglas Cranston
Brooke Alaysia Davey
Elijah Q Davies
Carly Riana Davis
Caroline Kathryn Day
Analisa Guist DeMeo
Ruby Hollis Derrick † *(in absentia)*
Luke Ansley DesCombaz †
Hosanna Julienne Desulme *
Vivienne Irene Dick
Jamison Shaun Dietlin *(in absentia)*
Bridget Marie Dixon
Brenna Leaf Drinkwater *(in absentia)*
Maria Anne Drozdowski
Camilla Elaine Dybvig
Annabelle Joy Eaton *†
Jude Cope Edgerton
Noah Ryan Edwards
Travis Michael Elling **
Angela Elliott *
Keira Patricia Emerson
Elijah Felix Enge-Frey
Ella Jodell Falteisek *
Lucille Ann Fellman *
River Joy Fena *†
Adelaida Lee Filiatrault *†
Zoei Trista Filzen
Ari Jacob Fischer
Quinn Alex Fisher
Cade David Fladmark
Rory Gi Flynn
Blake Daniel Freeman
Scarlet Lou Freese *
Hannah Jeanne Gamradt **†
Kelis Lauryn Gardfrey
Malachi Adam George
Julia Marie Gerard
Grace Linnea Gervais
Kate Patricia Gish *
Zhaina Melissa Gizas Smith *†
Makayla Grace Goodreau *
Callum Darrell Thomas Greenan *
Alahna Danielle Gressman *(in absentia)*
Nicklas Steven Gunderson
Thomas James Gunderson *†
Robert Louis Guthrie
Garin Paul Hackbarth *
Lucia Suzanne Haggenmiller **†
Tranity Danielle Hale
Basil Geoffrey Handsone **
Michon Sofia Harju **†
Abigail Louise Harrison
Roslyn Sky Hartley *†
Caleb Michael Hassebrock
Noah Bradley Haussner
Madison Nicole Haworth
Benjamin Heffernan *
Nicholas Heffernan *
Cameron Joseph Hendrickson
Greta Marie Hendrickson *†
Tenzin Spry Heydt *†
Christopher Michael Hoban *
Leila Rae Hoeschen Ehrbright **†
Erin Clancy Holliday *†
Greyson Todd Holste **†
Kyle John Horvat
Christian Houser
Timothy Norman Hudoba *
Gray I Hultquist
Oliver Pauline Hurley *
Gunnar Slade Jackson
Niklas Joseph Jeannette
Kristi Sue Jensen *
Christian Joseph Johnson
Desiree Yvette Johnson
Ella Nicole Johnson *†
Jack Lewis Johnson
Thomas Robert Johnson *
Payton Elizabeth Johnston *
Wayne A Johnston
Signe Elliot Jones *†
Colvin Christopher Joy
Parker James Judnick
Haakon Jon Julsrud
Peter Kevin Kacharov *
Maxfield Douglas Kalligher *(in absentia)*
Grace Anne Karakas
Rheese Everett Kaski
Quinn Sandoval Keller *(in absentia)*
Macey Kelley
Juniper Rose Kelly-Swing **†
Grant Edward Kerttula
Elasa Grace Kiefer *†
Connor James Kiergaard *
Nathan Charles Kiergaard *
Allison Grace Kircher *
Vanse Matthew Kittleson
Caleb Aaron Kloss
Olivia Josephine Knaus
McKenzie Adrian Kolar
Maxwell Gerald Kozelka
Cailyn Rose Kozlowski
Lydia Maeve Kraker *†
Dorothea Margaret Kramer *
Kole Michael Kronstedt *
Luis Miguel Kruchten *†
James Alan Kyes *†
Michelle Rose L'Abbe-Harrell *(in absentia)*
Samantha Panci Panci Laderman *†
Hannah Rose Lamphier
Kiana Alice Langdon-Larson *†
Alexander Brian Leach
Thomas Becker Leight
Alison Diane Lemon *†
Joshua Michael Leskey
Kunchen Liang *†
Lola Rae Lillo
Bjorn Theodore Lind *†
Mackenzie Irene Lindberg
Brooke Lynn Linge
Barrett Lee Loof
Nathan Maxwell Loraas
Kadija Leeann Lucas
Kane Joseph Leevelle Lucas
Oscar Robert Lundell *
David Eric Lundstrom *
Lyvia Lori Ann Lyons *
Benjamin Michael Lyytinen
Samuel Emerson Maas *
Stratton Marc Allen Maas
Wyatt W Maciejeski
Giuseppe Glauco Magoni *
Amir Mamedov
Elliott Rose Mandelin
Benjamin Richard Maras
Alecia Jo Marek
Kaleb Akio Martinez
Lily Christine McCabe *
Ella Callista McCarthy **†
Leif Richard McEwen-Updegrove *
Jacob Daniel McPherson
Colin Mark McShane *†
Signe Rae Mead *
August Henry Melvin *
Carson Grey Meneghini
Evan Forrest Meyer **†
Nathan Anthony Mikesell *†
Drake Orion Miller *
Joran Jesse Mittlefehldt
Ewan Riley Moe **†
Claire Elizabeth-Christine Montague
Katie Etta-Mae Montague *
Lauren Ella-Anne Montague *
Carl Loren Morse *†
James R Mullen *
Aili Thomas Murphy
Abigail Kathleen Myers
Alaina Marie Nelson
Fletcher Isaac Nelson
Hailey Nelson
Lorelyn Nevaeh Nelson *
Sonia Marie Nelson *†
Joseph Groves Nick *
Sophie Marie Nikcevich **†
Abigail Rose Nilsson *†
Quin Salvador Nolan
Ava Grace Norlander
Thomas Daniel Ryan Northcutt
Brook Abigale Novitzki *
Kellen William O'Connell
Ryley O'Hara
Jenna Rose Oase *(in absentia)*
Olaeze Okoro **†
Garrett Edward Olek
Bennett M Olson **†
Gustav David Lilja Olson
Halle Rae Olson *†
Jocelyn Cecelia Olson
Sofia Jean Orman *†
Lilly Grace Ortman *
Kaylan Ann Orvedahl
Georgia Rosslyn Owen
Nathan James Pace
William Richard Packer *†
Chloe Jo Palmer
Daxter Carter Panchott
Autumn Elizabeth Paulus
Eric Richard Pearson *
Finn Gerald Pearson *
Colin Arnold Delaney Pence
Isla Saj Pepelnjak *†
Dominic Ramone Perez
Antonio James Perrault *(in absentia)*
Kaia Katriina Pessenda
Wyatt Allan Peterson
Samuel James Phillips **†
Siri Olivia Pilate **†
Ashton Bing Pinske
Chloe Michelle Piper
Natalie Hannah Pitrago **†
Gabriel Benedict Polacsek *
Elsa Audrey Priest *
Irene Teresa Przybyl
Drew Michael Raukar
Sarah Elisabeth Rectenwald **†
Sylvia Jean Reller
Arna Merete Rennan
Gretchen Suehanna Rentschler
Ava Grace Revoir **†
Sarah Louise Riddle †
Matthew Steven Ring **†
Jack Ryan Ringsred
Edith Maple Robinson **†
Henry Stephen Rodriguez-Hernandez
Kacie Marie Romano **†
Aiden Victor Rooney
Luke Michael Rose
Matthew James Rose
Zulema Lucille Rosendahl *
Preston Mark Routh
Paavo Fordyce Rova **†
Benjamin Gordon Rozinka
Ryan Alexander Saburn
Zane Robert Samuelson
Emelia Gracie Sarvela *†
Kiera Rae Sawinski *(in absentia)*
Graham Connor Saxton *(in absentia)*
Emma Jean Schaub
Abigail Ann Schintz *
Allicia A Schleicher
Josiah Henry Schwetman *†
Pluto Scott *
Solon Michael Semotuk
Joseph Aram Sharland *†
Ella Rose Shaw *
Taytem Sorensen Shields
Micah Leigh Sicora
Joshua Casio Sieger
Otto Jozef Signorelli *
Nicole Kathleen Sirois *
Kaysa Rae Skoglund **†
Nikolas Robert Smith
Seraphia Claire Smith *
Evelyn Rose Snellman
Taitum Grae Snustad **†
Sage Abby Sorenson *
Aine Leigh Sotres
Alexander Perry Speros
Genesis Emerald Juanita Staine
Dain Gavin Steele
Marjorie Cici Stender *†
Megan Lee Samborski Stephan
Paisley Jean Sterner **
Lucy Michelle Stevenson **†
Tierney Claire Stevenson **†
J'Ames Imani Stewart
Daxton John Stingle
Fayth May Stokes
Reilly Eric Stone
Cyrus Gaunt Struckman *†
Eleanor Janice Stumme **†
Bode Robert Swanson *
Michael Warner Swanson
Jack Dale Teachworth
Noah Steven Teng **†
Bentley Faye Terch
Hailey Rose TerLouw *†
Ginger Wind Thralow *†
Joshua Andres Troche Torres
Rye Warren Truitt *
Alexsia Jewel Tryon
Adrianna Christine Turcotte
Aislin Dawn Vacek *†
Wyatt James Vallie *
Eliot Carmen Van Antwerp
Ryan Thomas Velez-Crane
Brevin Michael Vosberg
Taylor Marie Wagner
Christopher Patrick Waldriff
Colten John Waller
Chloe Jean Walt *†
Maxwell Terry Walters
Rylan Broderick Warner
Rylee Marie Warner
Jacob Thomas Uldbjerg Warren *†
Kora Josephine Bennett Webster
Adam Ryan Wegner
Seth William Werner
Benjamin Daniel Westholm *
Destiny Wilkerson
Daniel David Wittkop
Kendall Jordyn Wittmers-Graves *†
Riley Marie Worth
Brita Ellen Wourms *
Julia Madelyn Zabukover
Fox Cyan Zeppernick-Maki *†

PRINCIPAL

Mr. Kelly Flohaug

ASSISTANT PRINCIPALS

Mr. Jon Flaa
Mr. Kyle Rock

SUPERINTENDENT

Mr. John Magas

ASSISTANT SUPERINTENDENT

Mr. Anthony Bonds

DULUTH SCHOOL BOARD MEMBERS

Ms. Jill Lofald, Chair
Ms. Kelly Durick Eder
Mr. Henry Banks
Ms. Rosie Loeffler-Kemp
Ms. Sarah Mikesell
Ms. Amber Sadowski
Ms. Stephanie Williams

The Class of 2024 numbers 370 graduates.

Kelly Flohaug
6-6-2024



EAST HIGH SCHOOL ALMA MATER

We hail our Alma Mater, its glorious name we praise.
Each loyal son and daughter, too
A joyous song we'll raise.
Our birch trees white, our campus bright,
Our clear, blue northern sky
Will ever bring fond memories of our East High.

We fondly will remember, our lake of silvery blue
And near its shores, our Alma Mater, glorious to view.
We hold thee near; we hold thee dear.
We cherish every tie.
With reverence we will honor thee, our own East High

To faculty and classmates, we bid you fond farewell.
Our banners fly; our hopes are high; our thoughts will
always dwell.
Our memories dear, will bring a tear.
We'll often breathe a sigh.
We'll ne'er regret, we'll ne'er forget, our old East High.

-- Robert J. Vickers

SEVENTY-FOURTH ANNUAL

Commencement

East High School
Class of 2024



Wednesday, June 5, 2024
7:00 pm
Amsoil Arena - DECC

May 29, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Silas Ebsa Larsen	**Duluth Public Schools**	**5/13/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 9, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Imanol Canizal-Martinez	**Duluth Public Schools**	**5/20/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

May 22, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Mya Klassen	**Duluth Public Schools**	**5/22/2024**
Dane-Jia Christopher	**Duluth Public Schools**	**5/22/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

May 23, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Lucy Gressman	**Duluth Public Schools**	**5/23/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

May 28, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Star Marie Mishler	**Duluth Public Schools**	**5/28/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 28, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Alice Katherine Leino	**Duluth Public Schools**	**5/28/2024**

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: 5/28/2024

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:

Abigail Ericson

5/28/2024

May 28, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Miah Theresa Christen	**Duluth Public Schools**	**5/28/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 29, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Miracle Alissa Wood	**Duluth Public Schools**	**5/29/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 29, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ethan Michael Crown	**Duluth Public Schools**	**5/29/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 29, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Brighton Kathleen Cook	**Duluth Public Schools**	**5/29/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 29, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Carson Grey Meneghini	**Duluth Public Schools**	**5/29/2024**

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 30, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Tiarra Jones	**Duluth Public Schools**	**5/30/2024**
Liberty Bilges	**Duluth Public Schools**	**5/30/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

May 30, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Amidy Alvar	**Duluth Public Schools**	**5/30/2024**
Amber Johnston	**Duluth Public Schools**	**5/30/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

June 3, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Cerina Stahlmann	Duluth Public Schools	6/3/2024
Elijah Redepenning	Duluth Public Schools	6/3/2024
Ava Bayliss	Duluth Public Schools	6/3/2024
Alyssa Petersen	Duluth Public Schools	6/3/2024
Zoe Olson	Duluth Public Schools	6/3/2024
Julia Koepp	Duluth Public Schools	6/3/2024
Aubrie Ceglowski	Duluth Public Schools	6/3/2024
Fiona Gordon Comb	Duluth Public Schools	6/3/2024
Jocelyn Carlson	Duluth Public Schools	6/3/2024
Aidan Klassen	Duluth Public Schools	6/3/2024

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

June 3, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Gavin Hall	**Duluth Public Schools**	**6/3/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

June 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Michael Miner	**Duluth Public Schools**	**6/4/2024**
Kyle Roberts	**Duluth Public Schools**	**6/4/2024**
Nakeya Rolin	**Duluth Public Schools**	**6/4/2024**
Damya Robinson	**Duluth Public Schools**	**6/4/2024**
Olivia Wyatt	**Duluth Public Schools**	**6/4/2024**
Paige Kunst	**Duluth Public Schools**	**6/4/2024**
Hanna Frestedt	**Duluth Public Schools**	**6/4/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

June 5, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Michelle Yu	**Duluth Public Schools**	**6/5/2024**
Lucas Carranza	**Duluth Public Schools**	**6/5/2024**
Bridget Dixon	**Duluth Public Schools**	**6/5/2024**
Dylan Scott	**Duluth Public Schools**	**6/5/2024**
Clarice Dufault	**Duluth Public Schools**	**6/6/2024**
Jonathon Hurst	**Duluth Public Schools**	**6/6/2024**
Sara Schaeffer	**Duluth Public Schools**	**6/6/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

June 10, 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.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRAD DATE
Kylie Karsh	**Duluth Public Schools**	**6/7/2024**

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

4/22/24ILC HOSAKimberly Olson

DISTRICT 709
FIELD TRIP REQUESTS

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

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

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

DEFINITIONS:

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

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

Extended Trips Within Minnesota, 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: [signature]

Not Recommended Date: 6-14-24

Assistant Superintendent: (Recommended) Name: [signature] 6/17/24

Not Recommended Date:

School Board: (Approved) Name: [signature] 6-26-2

Not Approved Date:

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

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary x 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): June 25-30th, 2024 Destination: Houston, TX
4. Field Trip Overview (Include events, establishments and locations): General information regarding the National HOSA Conference is available at www.HOSA.org.Select the conferences tab from the top of the page and then select International Leadership Conference. The 2024 ILC leadership guide will have information
5. Field Trip Departure from School (Date and Time): June 25th@ TBA
   Field Trip Return to School (Date and Time): June 30th @ TBA
6. Objectives of Field Trip: **Students will be competing at International HOSA("Health Occupations Students of America") National 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: School district PR
9. Field Trip Budget Request

Estimated Expenses	
Total Admission/Fees ~$90.00 1 chaperone 6 students	$ 630.00
Total Meals Three meals a day at six days $27.00/day = $162.00	$ 1,134.00
Total Lodging $253/night x5 nights $1,263.60 x 3 rooms	$ 3,790.80
Total Transportation x School District Vehicle(s) to MSP parking and return x Commercial Transportation Carrier ~ Name: round trip $50.00 approx. airport to hotel ☐ Private Vehicle (requires certificate of insurance) ~ Name:	$264.00 $350.00
Total Additional Stipends:Hosa Activity 109.00 per person x 7=763.00	$763.00
Other: Airfare Approx. $400.00 per person x7	$ 2800.00

Total	$ $9731.80

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees Admission $90.00 ~6 students Three meals a day at six days $27.00/day = $162.00 ~6 students Lodging $1263.60 x 2 room sets for students Shuttle ~ 50.00 X6 Students Airfare 6 @ $400.00 = $ van to MSP $226.28/ $37.72 each		$ 540.00 $972.00 $ 2527.20 $ 300.00 $2,400.00 $226.28
Total Additional Stipends: HOSA Activity $109.00 each x 6 students		$ 654.00
Total **"Students will all be self-pay"**		total $ 7619.48 $1269.91 each

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

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

x Develop and Communicate Student Discipline Expectations

x☐ 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.)

x Gain Access to Cell Phone for Field Trip

x 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.

x Plan Meal Arrangements (if necessary)
Reminder: Notify food service of non-participation.

x Plan Administration of Student Medication and First Aid Needs (if necessary)
Guide: Contact School Nurse.

x Develop and Communicate Action Plan if Student Gets Lost on Trip

x 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.

x Develop and Communicate Teacher and Adult Chaperone Expectations
Example: Supervision duties, no smoking, no alcohol

X Planned Itinerary https://hosa.org/ilc/

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

507.5 SCHOOL RESOURCE OFFICERS

[Note: The provisions of this policy substantially reflect statutory requirements. School districts utilizing school resource officers may choose to adopt this policy.]

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.

B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

A. A school resource officer's contractual duties with the school district shall include:

1. fostering a positive school climate through relationship building and open communication;

2. protecting students, staff, and visitors to the school grounds from criminal activity;

3. serving as a liaison from law enforcement to school officials;

4. providing advice on safety drills;

5. identifying vulnerabilities in school facilities and safety protocols;

6. educating and advising students and staff on law enforcement topics; and,

7. enforcement of criminal laws.

B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.

C. A school resource officer must not use force or the authority of their office solely to

enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.

B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.

C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.

D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

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

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

1155 POLICE DEPARTMENT RELATIONSHIP

The schools have an obligation to cooperate with police officers in law enforcement and crime prevention. A cooperative climate shall be maintained between School District officials and law enforcement agencies. The schools also have an obligation to protect the legal rights of children who are in their charge. The purpose of this statement of policy is to clarify the responsibility of the principal when police officers want to interrogate a pupil in the course of their investigation of some violation of the law or wish to take a pupil into custody.

1. When a regular Duluth police officer, in the line of duty, makes a demand that a pupil accompany him to police headquarters for questioning, this constitutes technical arrest, and no teacher or principal has a right to interfere. Full responsibility is assumed by the arresting officer. The principal should notify the parents promptly. The arresting officer shall sign a form signifying that he is taking the student into custody.

2. This policy shall apply only to regular officers of the Duluth Police Department. No child shall be surrendered to a "special police officer" serving a private organization. There are circumstances under which a peace officer from some other jurisdiction can make an arrest even without a warrant. If an officer from outside Duluth seeks to arrest a pupil without a warrant, the principal should immediately notify the Duluth Police Department, which will send one of its own officers to make the actual arrest.

3. Agents of the Federal Government, Postal Inspectors, Treasury agents, and agents of the Federal Bureau of Investigation also have the power of arrest. Normally, their contacts with the school will be for the purpose of investigation, and they cooperate with the local police in making arrests. However, on occasion this authority may be exercised directly; and when they feel it necessary to take a student into their custody, they should sign a blank stating this and leave it with the school.

4. A student may be questioned by a police officer at the school in the presence of the principal or some person designated by him. The same opportunity shall be given to members of the Arson Squad, the sheriff or his deputy, and agents of the Federal Government.

5. Occasionally, other kinds of requests may be made by a police officer. Examples are: requesting a child to be a witness, or requesting that a child accompany the officer to the scene of a crime. The parent should be contacted before granting such requests unless it is established that the parent or guardian has given written consent.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

2035 POLICE-SCHOOL LIAISON OFFICERS

For the positions of Police-School Officers, when mutually agreed upon by the School District and the City of Duluth, the candidates shall be selected by the Chief of Police, recommended by the Superintendent of Schools, and approved by the School Board. The principal of the school affected will consult with the Superintendent relative to the recommendation being made. It must be understood by all parties involved in the selection process of Police School Liaison Officers that the office must have a particular interest in children and an aptitude for working with them.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district community education office. The district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
   ii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iii. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   iv. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
    i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
902R Facilities Use Guide ISD 709

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading: 05.07.24
Second Reading: 06.13.24
Adopted: 06.18.24

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d. Class IV - Subject to fees
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First Reading: 05.07.24
Second Reading:
Adopted:

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Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

1130 GENERAL USE OF SCHOOL FACILITIES

The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective. The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals, at no charge, subject to the following conditions:

1. The requirements of the school program will receive priority in the assignment of school facilities.
2. School-related organizations, such as parent teacher student organizations and professional educational organizations will be given priority over non-related organizations.
3. The community education program will take precedence over non-educational programs.
4. Approved student groups will be given priority over adult groups.
5. Regular building custodial personnel are on duty and performing normal in-session activities.

School equipment may be used by non-school organizations or individuals. Removal of school equipment from buildings to which assigned, to be used for non-school purposes, is not authorized. Requests for equipment to be used shall be made when applying for building permit and noted thereon. A charge will be made for audio-visual equipment as listed in the auditorium fee schedule.

School facilities will be available for use on Saturdays, Sundays, or holidays. Any permits issued for buildings which are not staffed with custodial personnel at the time requested, will have a usage fee charged for said services. Any group utilizing school facilities must maintain proper and sufficient supervision of the group to ensure continuance of their permit authorization. The building principal and the Community Education Coordinator, in cooperation with the building engineer, will make final determination of adequacy of supervision. If supervision is determined to be inadequate by an agent of the School District, the use permit may be revoked.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.1R USE OF SCHOOL FACILITIES INFORMATION - APPLICATION FOR USE OF SCHOOL BUILDING

Applications for use of buildings and grounds may be obtained at the facility being requested.

The application must be completed in full and must be signed by at least one adult supervisor and be submitted to the principal and Community Education Office for approval. Such application must be filed at least two days prior to the date requested and at least five days prior when overtime is involved.

Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule.

Meeting Place
Users must strictly adhere to rules prohibiting the overcrowding of rooms.
It will be necessary for all schools to schedule, in advance, the use of their buildings for all school activities to eliminate potential scheduling problems with outside agencies/groups desiring building usage. Schedules of school related events must be submitted to the Community Education office.

Regular Meetings and Hours
Applications should be made quarterly for use of rooms/facilities for regular meetings.

Activities
No charge shall be made to the following groups for use of schools on week nights during the school year: regular scouting activities, PTSAs, community clubs, adult community groups, and adult education. Permits will be allowed where there is no conflict with regular school activities. When extra custodial staffing or overtime is required, such costs shall be charged to the program or activity incurring such cost.

A request for use of a facility, unusual in either character or length of time, shall be submitted to the Superintendent or the Community Education Coordinator for consideration.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.2R - USE OF SCHOOL FACILITIES

General Regulations

No group or organization may sublet use of a building/facility to any other group. Responsibility and liability for injury to persons or damage to School Board property shall be assumed by the organization or individual signing the application.

Any non-school group using the facilities or building and charging admission or requesting donations shall be subject to a rental fee. Any non-school adult group that pays a fee to another organization will be subject to a rental fee. Permits for use of buildings and facilities on Saturdays, Sundays, holidays and recess periods when school is not in session may be issued upon approval of the principal and Community Education Office. Maximum participation and utilization of buildings and facilities shall be made. Specific attendance requirements shall be determined for special areas such as gymnasiums, swimming pools, lunchrooms, and kitchen facilities.

When school is not in session during summer recess periods, all requests for building usage shall be processed by the Community Education Office, Central Administration Building. Groups originating outside the boundaries of the School District, requesting school facility usage, shall be charged a usage fee. Permit holders shall be responsible persons at least eighteen (18) years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the principal and Community Education Coordinator.

Attendance shall be based upon the nature of the activity and the facilities used, as stated in the permit. Maximum utilization of school facilities shall be considered when granting a permit. Any group holding a blanket permit for use of school facilities that fails to appear for two (2) consecutive periods, may forfeit the remainder of the permit at the discretion of the principal and/or the Community Education Coordinator. A permit may be canceled by the principal and/or the Community Education Coordinator due to conduct, infractions of rules, or security procedures.

The custodian-engineer on duty shall supervise the operation of the physical plant and shall not be required to supervise groups or activities. Users will adhere to specific rules for use of special areas such as gymnasiums, swimming pools, kitchen and lunchroom facilities. Buildings shall be vacated by the time specified on the building permit. Activities must be concluded in time to provide clearance of the buildings by the time specified on building use permit or overtime charges will be incurred.

Flags, other than the United States and the State of Minnesota, cannot be displayed at any time on the school buildings or grounds or within the building except on special permission of the Superintendent of Schools. The United States flag should not be removed from any building, room or facility in which it is displayed.

The use of golf clubs, golf balls, and hard baseballs is limited to designated areas of school grounds and in school buildings. Permit holders are required to pay for necessary policing and for any damages to bleachers or grounds other than normal wear and tear as determined by the School Board. Use of school physical education equipment, athletic equipment, and supplies shall be permitted. Use of apparatus is permitted only when a qualified instructor is present.

Audio-visual equipment shall be operated only by individuals certified by the Media Services Department, such as audio-visual cadets.

Smoking is not permitted in school buildings or on school grounds.

In conformity with the Uniform Fire Code Article 26, Section 26.106, all decorations used in places of public assembly (classroom, auditoriums, etc.) shall be fireproof materials or sprayed with a fireproof solution. Approval for the use of any decorations shall be obtained from the building engineer prior to the use of and installation of said items.

Alcoholic beverages are not permitted on school premises. Gambling is not allowed on school property, except for the purpose of raffles as allowed within MN Statute 609.761 sub. 5, and guidelines set forth by the Duluth Public Schools. All raffles must be pre-approved by the Director of Business Services or his/her designee.

School Activities Conducted After the Close of the Regular School Day

The principal may reserve any part of a school building or grounds for school purposes. Permits shall be required but no limit to the number of meetings will be set for those activities considered part of regular school program. The facility or building must be open and the approval of the principal and the Community Education Office must be obtained. An activity supervisor must be present from the time of entry into the facility until the time of departure of the group. Permits for non-school activities will be processed on a quarterly basis.

Principals or designated employees of the School District are permitted to use the building without charge after school hours, Saturdays, and Sundays for committee, small group meetings, or School District sponsored co-curricular activities, such groups not to exceed fifteen (15) persons. Regular permit procedures shall apply. The principal or designated employee as identified on the permit shall be subject to the following conditions:

1. Principals or designated employees of the School District shall assume responsibility for securing of the building at the conclusion of such activity.
2. If the building is not secured properly and it is necessary to call an engineer back, the charges for the engineer shall be assessed to the department or individual assuming responsibility for opening the building.
3. Areas that have been used under this procedure shall be left in a condition that will accommodate the program designated for that location on the following day.

The engineer or a member of the maintenance staff need not be present. The use of the building will be entered on the Building Use Schedule. For groups larger than fifteen (15) persons, the regular permit procedure will apply.

Parent-Teacher-Student Association Meetings

Parent-Teacher-Student Associations and their subdivisions are required to obtain building use permits but shall not be required to pay a rental fee, unless a building is not staffed or overtime charges are incurred. It is recommended that PTSA meetings be scheduled when the building is staffed by the regular custodial staff.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995
10-18-2005 ISD 709

1130.3R USE OF SPECIFIC AREAS - SWIMMING POOLS

Maximum number using pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted.

Participants shall provide their own towels. Mixed groups shall have a male and female adult supervisor in attendance.

Time allotment in the pool shall be limited to a maximum of one (1) hour. One-half (½) hour will be allowed for showering and dressing.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered by the School District. Approval shall be obtained in advance from the principal and Community Education Coordinator.
The following rules shall be adhered to by all groups using pool facilities:

1. Take a hot soap shower, without suit, before and after swimming.
2. Use lavatories before swimming.
3. Remove bandages, plasters, tape, bobby pins, and gum before entering pool.
4. Enter and leave the water at lifeguard's request.
5. Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving board.
6. Remain out of the diving area while diving board is used.
7. Wait until others are out of the diving area before completing a dive.
8. Stay off diving board when occupied by another person. Take only one bounce when diving.
9. Swim straight out of diving area after completing a dive.
10. Report illness or injury to lifeguard or swimming instructor.
11. Stay in pool area suited to swimmer's ability or area designated by lifeguard or swimming instructor.
12. If assigned to a buddy, partner, or group, stay with the person or group until dismissed.
13. Persons with long hair are required to wear swim caps.
14. The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard. The attendant will supervise the locker and shower areas for safety and cleanliness.
15. The lifeguard shall allow the use of approved equipment in the pool. Inner tubes and other inflated objects, towels, and metal objects are not permitted.
16. The lifeguard shall not allow more than fifty (50) swimmers in the swimming pool.
17. There shall be one lifeguard for every twenty-five (25) swimmers.
18. The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
19. A first-aid kit shall be available for preliminary first aid.
20. Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.

Telephones in pool areas are provided for EMERGENCY use only.

Group or individuals using the pool and/or gym are responsible for their own valuables.

Duties and Responsibilities of Lifeguard and/or Attendant

The lifeguard shall be dressed appropriately for swimming with official insignia on suit for identification.

The lifeguard, while on duty, shall not give swimming instructions.

The lifeguard, while on duty, shall not go into the water except to perform a rescue operation.

The lifeguard, while on duty, shall be responsible for the safety of the swimmers and shall never leave the pool area. An attendant shall collect fees, inspect swimmers, and take roll, when necessary. In an emergency all participants shall get out of the water and follow lifeguard's instructions.

During swimming time, the lifeguard or instructor shall be so located that he/she has an unobstructed view of the entire pool area.

The lifeguard shall check the lifesaving equipment periodically to determine if it is serviceable, properly racked, and placed in pool area.

The lifeguard shall check pool area and diving board for safe conditions before allowing swimmers into pool area.

The attendant shall require all swimmers to report to lifeguard or instructor before entering pool area. Swimmers are subject to any rules and regulations deemed necessary for the good and safety of all.

The lifeguard or attendant shall make foot checks periodically.

The lifeguard and attendant shall enforce rules of cleanliness, sanitation, safety, and conduct.

The lifeguard shall see that lifesaving equipment is not used for play purposes.

The lifeguard shall see that the exits are not locked when swimmers are using dressing and shower facilities and/or swimming pool.

The lifeguard shall see that a telephone or signaling device is available for the lifeguard or instructor to summon help in cases of emergency.

Kitchen and Cafeteria Facilities

The principal and Community Education Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board.

Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to.

The permit holder shall comply with the following restrictions:

1. No home canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
2. None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
   a. Casseroles containing meat, fish or poultry.
   b. Baked ham, roasted poultry, roasted pork.
   c. Salads and sandwiches containing meat, fish, poultry or eggs.
   d. Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures. e. Custard-filled pastries including éclairs and cream puffs or other custard filled products.
3. Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

1. A request for library facility usage shall be filed with the principal and Community Education Coordinator and coordinated with the school librarian.
2. A trained person shall be on duty at all times.
3. Any person checking materials out of the library shall be identified by name, address telephone number.
4. Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Community Education Coordinator.

There will be no charge for the use of elementary and secondary school grounds.
Rental charges for the use of Public Schools Stadium shall be determined by the School Board.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

Industrial Arts Facilities
The industrial arts teacher shall be responsible for all equipment in an industrial arts facility.

Programs using industrial arts facilities shall be approved by the Community Education Office.

Gymnasiums

Gymnasiums may be used by organizations for recreation and instruction purposes. 1. No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
2. Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
3. Each leader shall be held responsible for enforcement of all safety and security regulations.
4. Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
5. Use of School District owned physical education and athletic equipment and supplies will be permitted if authorized by the principal or Community Education Coordinator.
6. Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal or Community Education Coordinator.

Approved: 06-26-1972 ISD 709
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08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.4R USE OF SCHOOL FACILITIES - CUSTODIAL CHARGES

Whenever extra custodial costs are generated by programs taking place in the schools, such costs shall be billed to the department involved. The following classifications designate specific departmental codes to be charged for various activities requiring extra staff. Building permits for activities requiring extra custodial staffing which are not related to the regular school program shall receive final approval from the Community Education Office. Custodial costs for activities not part of the regular K-12 program shall be billed to Community Education.

The groups listed below will pay a facility usage fee only when it is necessary to add extra staff or overtime is incurred during evening, weekend, and holiday hours. If a group charges admission or requests donations for any activity, they shall be charged a usage fee. Approval for usage and fee assessments shall be determined by the Community Education Office. Such groups include:

Churches	Community Clubs	PTA/PTSA Activities
Caucuses	Dance Studios	Scouting Activities
City Council	Elections	YMCA
Civil Service Board	Hockey Programs	Youth Basketball
Commercial Use	Political Conventions	YWCA
Community Adult Activities	Pow Wows	

Operations

The cost of extra custodial staffing will be charged to the building operations for school sponsored programs and school related activities with the approval of the principal.

Basketball Games	Inservice	School Activities
Dances	Lock In Elementary	Speech Meets
High School Footbal	Plays	Swim Teams

Summer School

Custodial staff costs for the summer school gym and swim program will be charged to the summer school budget.

Child Nutrition

The Child Nutrition Department shall pay its proportionate share of custodial staff costs.

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Revised: 07-18-78
08-10-82
12-11-84
06-20-95 ISD 709

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person

who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and

review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under

state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

   a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

   b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

   c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

   a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

   b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

   c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

   d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.

   e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

   a. Any portion of a meeting must be closed if the following types of data are discussed:

      (1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

      (2) active investigative data collected or created by a law enforcement agency;

      (3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)
Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References:
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 05.07.2024
Second Reading: 06.13.2024
Adopted: 06.18.2024

205 OPEN MEETINGS AND CLOSED MEETINGS

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A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

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3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

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h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

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If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

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6. Actual Notice

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7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

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The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and

review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under

state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
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MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 05.07.2024
Second Reading: 06.13.2024
Adopted: 06.18.2024

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person

who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

~~e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.~~

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

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a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

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a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.

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a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

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a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

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Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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Legal References:

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MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading: 05.07.2024
Second Reading:
Adopted:

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect Minnesota's Open Meeting Law statutes and are not discretionary in nature.]

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

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A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

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"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

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A. Meetings

1. Regular Meetings

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2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to

materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section

13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open

meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)

Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)
Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading:
Second Reading:
Adopted:

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes section 123B.51), education district establishment (Minnesota Statutes section 123A.15), and agreements for secondary education (Minnesota Statutes section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.

4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will

be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

First Reading: 05.07.2024
Second Reading: 06.13.2024
Adopted: 06.18.2024

*Adopted:*_____ *MSBA/MASA Model Policy 207*
Orig. 1995
*Revised:*_____ *Rev. 2022*

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First Reading:
Second Reading:
Adopted:

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as

otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 05.07.2024
Second Reading: 06.13.2024
Adopted: 06.18.2024

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II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

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3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will

attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

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The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading:
Second Reading:
Adopted:

204 SCHOOL BOARD MEETING MINUTES

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

   a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

   b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

   c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

   d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

   e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's

Records Retention Schedule.

4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

   a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

   b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

   c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.4. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

   a. The date of the closed meeting;

   b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

   c. The classification of the data.

7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.4. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered

including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20 (December-17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02-27-2018
Adopted: 03-20-2018 ISD 709
Reviewed: 06-18-2024

204 SCHOOL BOARD MEETING MINUTES ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal ~~or minutes~~ kept for that purpose. Public records maintained by the school district ~~shall~~ must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the ~~school district's~~ expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

~~2~~3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

e. Following the expiration of the above time periods, recordings of

closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

~~3~~4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

~~4~~5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.~~3~~4. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

~~5~~6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

a. The date of the closed meeting;

b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

c. The classification of the data.

~~6~~7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.~~3~~4. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how

each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (~~Publishing Proceedings~~ Boards of Independent School Districts))
Minn. Stat. § 123B.14, Subd. 7 (~~Record of Meetings~~ Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (~~Notice Regarding Published Summaries~~ Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (~~Publication of Proceedings~~ Computation of Time)
Op. Atty. Gen. 161-a-20 (December~~.~~ 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References:
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02-27-2018
Adopted: 03-20-2018 ISD 709
Reviewed:

204 SCHOOL BOARD MEETING MINUTES BYLAW

I. PURPOSE

The purpose of this Bylaw is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

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A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

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Records Retention Schedule.

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   a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

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   c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

   a. The date of the closed meeting;

   b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

   c. The classification of the data.

7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

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including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

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Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References:
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties

Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02-27-2018
Adopted: 03-20-2018 ISD 709
Reviewed:

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 204
Orig. 1995
Rev. 2022

204 SCHOOL BOARD MEETING MINUTES

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

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1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school district's expense. Recordings of closed meetings shall be made separately from the recordings of an open meeting to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

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   a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

   b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

   c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

   d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

a. The date of the closed meeting;

b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

c. The classification of the data.

6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated.

The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

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Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1. paragraph (c).

3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of the school district shall not use prone restraint.

3. An employee or agent of a district shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a

child or pupil to prevent bodily harm or death to the child, pupil, or another**.**

2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.

3. A teacher school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

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

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645,241 (Punishment for Prohibited Acts)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507.5 (School Resource Officers)

First Reading:	11.21.23
Second Reading:	12.19.23
Adopted:	12.19.23
Revised:	06.18.24

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1. paragraph (c).

~~2~~3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of the school district shall not use prone restraint.

~~2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~

3. An employee or agent of a district, ~~including a school resource officer, security personnel, or police officer contracted with a district,~~ shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1

above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. ~~EXCEPTIONS~~ REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another**.**

2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.

3. A teacher school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

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

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06 ~~Subd. 1 (6)(7)~~ (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645,241 (Punishment for Prohibited Acts)
~~Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)~~
~~Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)~~

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507.5 (School Resource Officers)

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Revised:

Monthly Committee of the Whole Board Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, June 13, 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. **Presentation by Voyageur Bus Company**
       - b. **Advancing Equity**
         - (1) Family and Community Engagement Update 2
       - c. **Supporting Every Student**
         - (1) Science Curriculum Adoption 15
         - (2) Student and Family Handbook 2024-25 17
       - d. **FY25 Proposed Budget Presentation** **144**
       - e. **2023-2024 Progress Monitoring Calendar** **170**
   - C. Other
4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: June 13, 2024

Topic: Family and Community Engagement

Presenter(s): Shalon Monroe and Adelle Wellens

Attachment (yes): There will be a PDF presentation.

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation of family and community engagement efforts and updates.

Family & Community Engagement Efforts Update

By: Shalon Monroe and Adelle Wellens

Connecting Throughout the School Year

- Duluth S.T.E.M Event on Saturday, May 18th.
- Duluth Loves to Read event (co-assisted by Sally Weident and the Duluth Public Library staff members) on Saturday, May 11th.
- Teen Day at the Duluth Public Library– Downtown Branch on Thursday, May 16th.









Donation/Sponsorship Update for Unity In Our Community

- The 2024 Unity in Our Community planning is underway and Monday, August 19th will be here before we know it.
- Many local and beyond the Twin Ports businesses have been connected and asked if they would like to help in sponsoring the event and there have been some responses and donations as there is a 4-6 week timeline for others to respond.
- There are fundraising opportunities that are in place through the next two months with Texas Roadhouse and Chipotle.
- Forty-three businesses have responded to our Booth and Performance Registration. A link to that and our volunteer registration are available with the booth registration ending on Monday, July 22nd.
- We have a “https://www.givemn.org/story/Duluth-Unity” website that is set up if individuals would like to donate.

Bipoc Parent Bi-Weekly Meeting

- Every second Thursday of the month at the Washington Center, BIPOC parents and guardians come together to share concerns about their children's education and community concerns.
- Throughout my time attending meetings, I, along with the Superintendent Magas had the chance to hear and have deep and meaningful conversations about ways that parents would like to interact within the schools and help to build that connection between families and the many resources that the district offers.
- Parents and guardians got to speak with the Superintendent Magas and learn about the form technology referendum and have time to have an open dialog about some of the group principles, mission statement, and more.
- Attending the group has allowed me to get more insight into life for our students and families outside of our school halls. It helps to understand and break down those misunderstandings/misconceptions in conversations.

2023 vs 2024 Community Engagement Outlook

- Family and Community Engagement in the Fall of 2023 scored 0% as is displayed below. These scores come from the SEMI-MnMTSS Review.
- Engagement can look different from many different angles, however, many factors can change from family involvement, communications, providing resources (big and small), focus groups, creating a warm and welcoming atmosphere, and so much more.
- Adelle and I have weekly sessions, where they look at different family engagement support systems from different research groups and school districts on how they break down and build up family and community support.

Level	Total Score	Maximum Score	Percentage	Average Item	2023	DIFFERENCE
GLOBAL SCORE	63	202	31.2%	0.59	37.6%	-6.4%
Infrastructure for Continuous Improvement	21.1	54	39.1%	0.75	46.5%	-7.4%
Family and Community Engagement	0.6	10	6.0%	0.12	0.0%	6.0%
Multi-layered Practices and Supports	13.4	56	23.9%	0.48	25.0%	-1.1%
Assessment	15.7	40	39.3%	0.79	47.5%	-8.3%
Data-Based Decision Making	12.2	40	30.5%	0.61	42.5%	-12.0%

ParentSquare End of Year Stats

59% +12
of Staff Registered

47% +11
of Parents Registered

25% +6
of Parents on App

Lowell

+32
Top School User with
73% of Parents on App



ParentSquare

Back to School Packet

Moving to electronic guide

WHAT'S INCLUDED

- Envelopes: $3,109.59
- Mailing: $4,295.20
- Superintendent Letter
  - Family: $280.30
  - Staff: $80.75
- K12 Education Credit: 130.60
- Strategic Roadmap: $2,904.55
- Educational Benefits Application: $284.30
- Newsletter: $3,707
- Parent Emergency Cards: $48.65
- Printing Envelopes: $47
- Handbook and Lice Pamphlet: $0
- Postage: $3,245.38

Total = $18,133.12

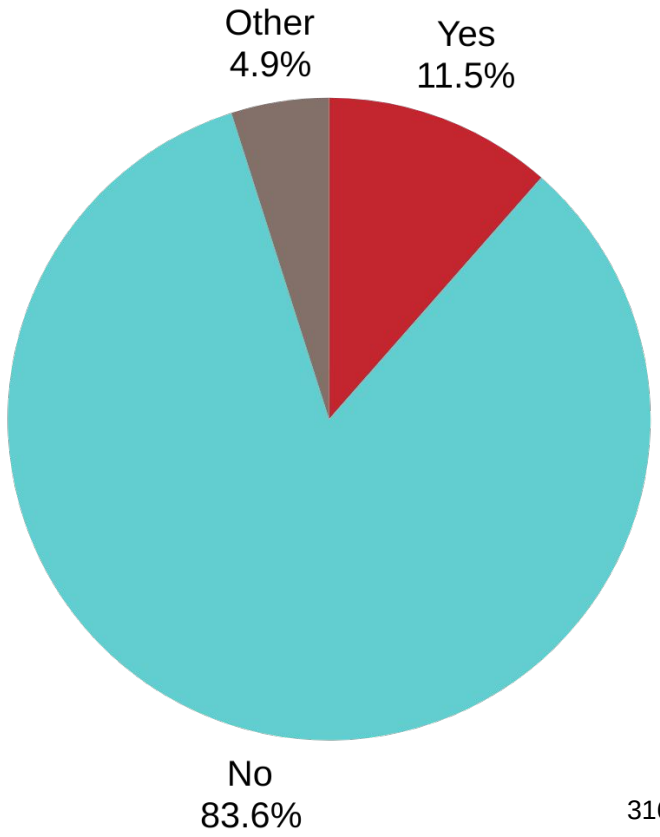
or

18% of my budget

DO YOU SEND A DISTRICT PRINT BACK TO SCHOOL PACKET?

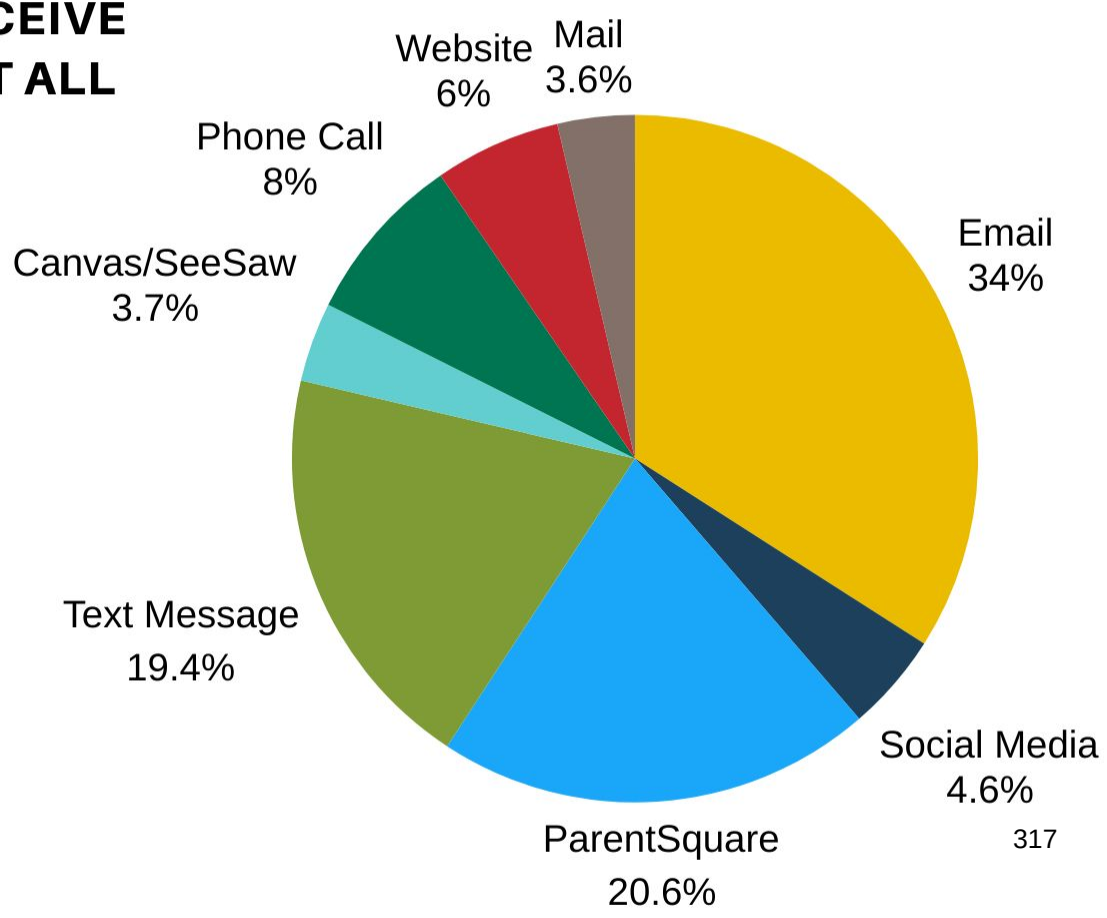
Asked MinnSPRA and NSPRA (60 count)

- YES
- NO
- OTHER



HOW DO YOU WANT TO RECEIVE COMMUNICATION? SELECT ALL THAT APPLY.

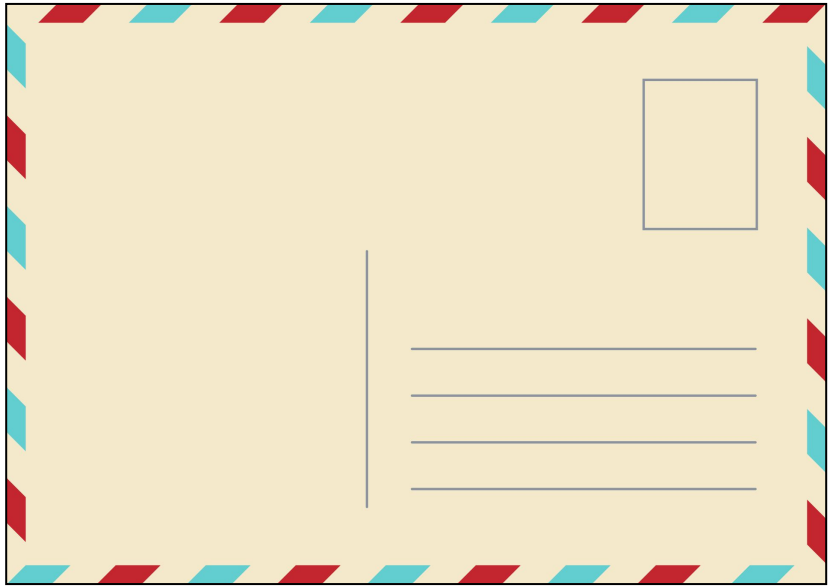
- Email
- ParentSquare
- Text Message
- Social Media
- Canvas/SeeSaw
- Phone Call
- Website
- Mail



ESTIMATED COST OF DIGITAL GUIDE

- Website page - Free
- Postcards - $166.92
- Postage - $1,325

Total = $1,491.92



Questions?

COW Agenda Cover Sheet

Meeting Date: June 13, 2024

Topic: Science Curriculum Adoption

Presenter(s): Aaron Salmela

Attachment (yes): Yes

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation on the High School Science textbook adoption.

This will come to the School Board on June 18, 2024 as an Action Item to be approved.

Curriculum Update for Committee of the Whole High School Science Adoption

The High School Science Committee has completed the curriculum review process for High School Science. As a result of this extensive review process, which included professional development on new standards, curriculum writing, reviewing/aligning benchmarks, evaluating materials from several vendors, and piloting 2 curriculums it was determined that the best components required for Science curriculum delivery as well as content literacy will be as follows:

High School Sciences Textbook Adoption Proposal:

COURSE	TEXTBOOK	COST
Biology	Publisher: HMH Book: Science Dimensions Biology	$140,244.08
Intro and General Chemistry	Publisher: National Geographic Book: World of Chemistry 4th Edition (Zumdahl)	$30,562.50
CITS Chemistry	Publisher: Pearson Book: Chemistry The Central Science AP/15th Edition	$32,125.00
Anatomy/Physiology	Publisher: Pearson Book: Human Ant and Physiology 11th edition, Marieb and Hoehn. Pearson	$18,991.60
Physics/Aerospace Physics	Publisher: HMH Book:Science Dimensions Physics	$33,815.58
CITS Physics	Publisher: Wiley Book: Physics, 12th Edition John D. Cutnell, Kenneth W. Johnson, David Young, Shane Stadler	$15,448.42
Earth Science	Publisher: McGraw Hill Book: Inspire Earth Science	$114,535.53
	TOTAL	$385,722.71

COW Agenda Cover Sheet

Meeting Date: June 13, 2024

Topic: 2024-2025 Handbook

Presenter(s): Adelle Wellens

Attachment (yes): PDF of Updated Handbook

Brief Summary of Updates:

- Updated to Table of Contents
- Updated Board members
- Updated Directory
- Updated Middle School and High School Arrival and dismissal hours
- Updated Graduation Requirements
- Updated Cell phone policy to say “from first bell to last bell”
- Moved Definition of Discipline to beginning of Part III
- Under Parking on School District Property > Students: Removed the wording saying students could leave in their cars during an emergency.
- Added Dress Code Policy instead of spelling it out in the handbook
- Added THC, CBD and Marijuana to disciplinary level 4
- Took out “during recess” under detention option to comply with state law
- Replaced “Office Intervention” with “Alternative to Suspension”
- Added COVID-19 to Communicable Diseases
- Updated Policies in the back and added Student Dress and Appearance Policy

This will come to the School Board on June 18, 2024 as an Action Item to be approved





Duluth Public Schools
709 Portia Johnson Dr.
Duluth, MN 55811
www.isd709.org

student HANDBOOK

2024-2025



Duluth
Public Schools

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Strategic Plan

Duluth Public Schools worked on a comprehensive strategic planning process from April 2022 through May 2023. The overall process and strategic plan were with input from Duluth Public Schools students, staff, families and community members focused on future system-wide enhancement to improve outcomes for students. The planning has resulted in a 3-year operational plan, a progress monitoring schedule and a 3-year school board plan. In this document you will find our mission, vision, core values, desired daily experiences and strategic directions.

MISSION

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

VISION

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

CORE VALUES



Learning: Developing a love of learning through life-long inquiry.



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



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



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



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

STRATEGIC DIRECTIONS

Supporting Every Student:

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

Advancing Equity:

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

Improving Systems:

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

Message from the Superintendent



Dear families and students,

Welcome to a new school year filled with excitement and opportunities! As we embark on this journey together, we are thrilled to see our students' smiling faces and to partner with you in their educational journey.

This year, we are placing a special emphasis on family engagement and literacy. We believe that strong family involvement is key to student success. By working together, we can create a supportive and enriching environment for all our learners.

Our goal is to ensure that every student's experience is positive, inclusive and geared toward their success.

We encourage you to stay connected with your teachers, staff and administration. Your insights and involvement are invaluable as we strive to build meaningful relationships and a positive school climate.

Best wishes for a great school year!

Sincerely,

John Magas

John Magas Superintendent of School

Message from the Assistant Superintendent



Dear families and students,

As we embark on a new school year, I want to extend a warm welcome to all of our students, families, and staff.

At our school, we believe that every student should feel seen, heard, and valued for who they are. We recognize that our students come from diverse backgrounds and have unique experiences, beliefs, and identities. We also acknowledge that systemic barriers and discrimination continue to impact marginalized communities, and we are committed to addressing these issues.

We are also committed to ongoing dialogue and feedback from our students, families, and community members. We encourage you to share your thoughts, concerns, and suggestions with us so that we can continue to improve and grow.

At our school, we are committed to promoting diversity, equity, and inclusion in everything we do. We believe that by working together with families, we can create a school community that is truly inclusive and supportive of all students.

Thank you for your support and partnership in this important work.

Educationally yours,

Anthony Bonds

Anthony Bonds
Assistant Superintendent of Teaching, Learning & Equity

District Information

PHILOSOPHY OF LEARNING

Duluth Public Schools strives to create a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe it is important to develop the unique potential of each student by providing quality, challenging, engaging, and differentiated instructional opportunities in order to establish a foundation for lifelong success that result in positive contributions to our community and wider society. We believe that each student, staff member, parent/guardian, and community member add value to our school community and that engagement and collaboration with all stakeholders is of utmost importance in our student's education and success. We work to ensure that we are empowering students to be leaders, problem-solvers, and innovators throughout their education. We continue to make it a priority that we are delivering flexible and culturally responsive instruction so that each student receives an education that aligns with best practice, current research, and state/national standards.

OUR BELIEFS ABOUT AND COMMITMENTS TO EQUITY

Educational equity is the condition of justice, fairness and inclusion in our systems of education so that all students have access to the opportunities to learn and develop to their fullest potentials. The pursuit of educational equity recognizes the historical conditions and barriers that have prevented opportunity and success in learning for students based on their races, genders, sexual orientations, incomes, and other social conditions. Creating greater equitable outcomes depends upon having inclusive policies and equitable practices that represent all students and staff and provide each student and staff increased access to allow for meaningful participation in high-quality learning and working experiences where each student and staff realizes positive outcomes. We recognize the importance of continuous ongoing work to address racism, sexism, bias, and equity in district policies and practices. This is challenging work that must be of the highest priority in order for our district to achieve its vision for all.

DULUTH SCHOOL BOARD MEMBERS

Visit www.isd709.org/about-us/school-board to access agendas and minutes as well as the Duluth School Board schedule. All School Board meetings are live streamed on the district's YouTube channel. The board can be reached at schoolboard@isd709.org. Feel free to call 218-336-8752 or email patricia.paquette@isd709.org if you have any questions.

Rosie Loeffler-Kemp
District 1
218-525-6878
rosalie.loefflerkemp@isd709.org

Sarah Mikesell
District 2
218-206-6932
sarah.mikesell@isd709.org

Henry Banks
District 3
218-461-1690
henry.banks@isd709.org

Jill Lofald
District 4
218-391-4696
jill.lofald@isd709.org

Kelly Durick Eder
At Large
701-741-6003
kelly.durickeder@isd709.org

Amber Sadowski
At Large
218-393-6952
amber.sadowski@isd709.org

Stephanie Williams
At Large
218-260-2957
stephanie.williams@isd709.org

COMMUNICATION WITH FAMILIES

These relationships enhance a meaningful learning environment for our children and provide a stronger community for all of us.

Principals and the district communicate to families through multiple avenues. Those include, but not limited to:

- Infinite Campus Parent Portal
- ParentSquare
- Phone Calls
- Text Messages
- Emails
- Mailings
- Newsletters
- Social Media
- Websites
- Community Conversations

Stay up to date with the following resources:

The district website offers a wealth of resources about the schools, including news, class and department information, student support services, athletic events, career center updates, academic events and more.

District

- isd709.org

Programs

- alc.isd709.org
- dae.isd709.org

Elementary Schools

- congdon.isd709.org
- homecroft.isd709.org
- lakewood.isd709.org
- lauramacarthur.isd709.org
- lesterpark.isd709.org
- myerswilkins.isd709.org
- lowell.isd709.org
- piedmont.isd709.org
- stowe.isd709.org

Secondary Schools

- aeo.isd709.org
- denfeld.isd709.org
- dulutheast.isd709.org
- lincolnpark.isd709.org
- ordeaneast.isd709.org

District News

- Facebook: facebook.com/duluthpublicschools
- Instagram: @duluthpublicschools
- X/Twitter: @Duluth_Schools
- Calendar: isd709.org/calendar
- News: isd709.org/about-us/district-news

Administrative Team

NAME	*TITLE*	*EMAIL*
SENIOR LEADERS		
John Magas	Superintendent	superintendent@isd709.org
Anthony Bonds	Assistant Superintendent	anthony.bonds@isd709.org
Simone Zunich	Executive Director of Business Services & Finance	simone.zunich@isd709.org
Theresa Severance	Executive Director of Human Resources & Operations	theresa.severance@isd709.org
DEPARTMENT HEADS		
TBD	Director of Assessment, Evaluation and Continuous Improvement	TBD

Brenda Spartz	Director of Elementary Teaching, Learning and Equity	brenda.spartz@isd709.org
Jen Larva	Director of Secondary Teaching, Learning and Equity	jennifer.larva@isd709.org
Jason Crane	Director of Special Education	jason.crane@isd709.org
Nathan Smith	Education Equity Coordinator	nathan.smith@isd709.org
Jennifer Garbow	American Indian Education Coordinator	jennifer.garbow@isd709.org
Adelle Wellens	Communications Officer	communications@isd709.org
ELEMENTARY PRINCIPALS		
Kathi Kusch Marshall	Principal, Congdon	kathi.marshall@isd709.org
Tom Cawcutt	Principal, Homecroft	thomas.cawcutt@isd709.org
Darren Sheldon	Principal, Lakewood & Federal Programs Coordinator	darren.sheldon@isd709.org
TBD	Principal, Laura MacArthur	TBD
Anna Cawcutt	Principal, Lester Park	anna.cawcutt
Eve Hessler	Principal, Lowell	eve.hessler@isd709.org
Shane Johnson	Assistant Principal, Lowell	shane.johnson2@isd709.org
Lisa Nicholson	Principal, Myers-Wilkins	lisa.nicholson@isd709.org
TBD	Principal, Piedmont	TBD
Nathan Anderson	Principal, Stowe	nathan.anderson2@isd709.org
MIDDLE SCHOOL PRINCIPALS		
Brian Kazmierczak	Principal, Lincoln Park	brian.kazmierczak@isd709.org
Barry Fischer	Assistant Principal, Lincoln Park	barry.fischer@isd709.org
Sue Lehna	Principal, Ordean East	susan.lehna@isd709.org

Eric Stang	Assistant Principal, Ordean East	eric.stang@isd709.org
Jodi Stacken	Assistant Principal, Ordean East	jodi.stacken@isd709.org
HIGH SCHOOL PRINCIPALS		
Nathan Glockle	Principal, ALC and AEO	nathan.glockle@isd709.org
Tom Tusken	Principal, Denfeld	thomas.tusken@isd709.org
Joanna Sackette	Assistant Principal, Denfeld	joanna.sackette@isd709.org
Rae Jackson	Assistant Principal, Denfeld	rachel.jackson@isd709.org
Kelly Flohaug	Principal, Duluth East	kelly.flohaug@isd709.org
Jon Flaa	Assistant Principal, Duluth East	jon.flaa@isd709.org
Kyle Rock	Assistant Principal, Duluth East	kyle.rock@isd709.org
OTHER PROGRAMS		
Jacob Hintsala	Principal, Residentials/Therapeutics	jacob.hintsala@isd709.org
Danette Seboe	Principal on Special Assignment	danette.seboe@isd709.org
Angie Frank	Duluth Adult Education Coordinator	angie.frank@isd709.org
Jeremy Rupp	Community Education Coordinator	jeremy.rupp@isd709.org
Sherry Williams	Director of Head Start and Preschool	sheryl.williams@isd709.org
Jennifer Jaros	Early Childhood Family Education Coordinator	jennifer.jaros@isd709.org
TBD	Ojibwe Language and Culture Coordinator	TBD
TBD	Professional Development Coordinator	TBD
TBD	Reading and Language Arts Coordinator	TBD
Kaitlyn Jamar	Families in Transition Coordinator	kaitlyn.jamar@isd709.org
TBD	Mental Health, Social-Emotional Behavioral, and MTSS Coordinator	TBD

PART I – INFORMATION

Arrival and Dismissal Hours

An elementary student instructional day is from 7:45-2:15. In general student arrival will begin 15 minutes prior and bus departure begins within 10 minutes following the instructional day.

The middle school instructional day is from 8:40-3:19. The entry bell rings at 8:40 AM and bus departure is within 10 minutes following the instructional day. Any school sponsored after school activities run from 3:30-4:15 on identified days. An after school activity bus is provided and departs at 4:25. The middle school day is in an A/B block model, which can be found on the calendar.

The high school regular instructional day is from 8:50-3:29. The high schools have a 7-period day with an extended 3rd period for school announcements. Each class will be 47 minutes long.

Please see your student's school website for specific details on the school day, arrival and dismissal procedures and after school activities.

Individual building hours are determined by event and staffing capabilities.

Calendar

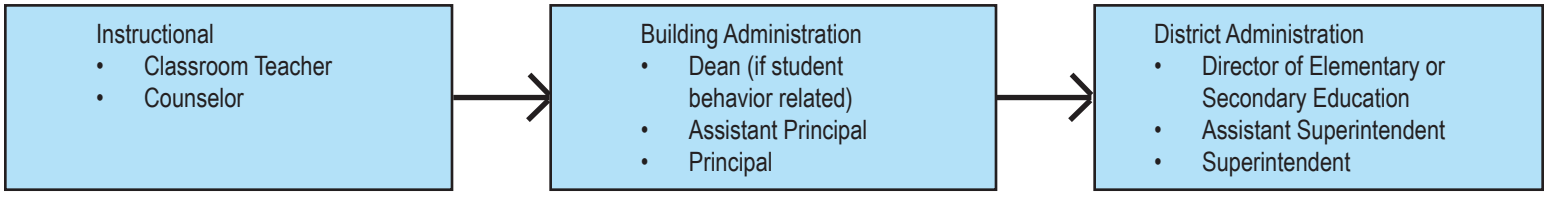
The school calendar is adopted annually by the school board. A copy of the school calendar can be found in the Appendix and on the school district's website at www.isd709.org/calendar.

Class Assignments

Class assignments will be communicated through the Back to School information that is sent from your student's school mid to late August. Parents can access teacher placement information in the parent portal of Infinite Campus at duluthmn.infinitecampus.org/campus/portal/duluth.jsp

Complaints

Students, parents/guardians, employees, or other persons may report concerns or complaints to the school district. Complaints may be either written or oral. People are encouraged, but not required, to file a written complaint at the building level where appropriate. The appropriate administrator will respond in writing to the complaining party regarding the school district's response to the complaint. An example flow chart to have concerns addressed would be as follows:



Any staff member, parent or student, who feels the Student Code of Conduct was not followed properly in regards to discipline has a right to make a complaint to the Director of Elementary Teaching, Learning and Equity Brenda Spartz or Director of Secondary Teaching, Learning and Equity Jen Larva.

E-Learning Plan

What is an e-learning day?

- Refers to an instructional school day that takes place when students are physically not at the school due to inclement weather situations.
- Instruction and communication happens online for some students while others may have assignments and resources sent home with them.
- Teachers are available to provide assistance to students and parents via email and/or phone via voicemail.
- Up to 5 e-learning days may be used for weather related school cancellations.

What are the goals of e-learning days?

- Provide flexible delivery of instruction to minimize the disruption to education caused by any unexpected weather related school closings.
- Gives 6-12th grade students the opportunity to practice the kind of online learning that is increasingly part of college and the workplace.
- Enables students to apply becoming increasingly responsible for their learning.

How will the district notify families?

Families must be notified of the plan at the beginning of the school year and prior to an e-learning day occuring. Some ways this information may be communicated are:

- Student Handbooks
- District website
- Conferences
- Open House

In addition, there will be an automated message delivered to parents via phone and/or email soon after it is determined that the district will be moving to e-learning due to inclement weather. The recorded message will state whether or not e-learning will be executed on that day. Messages will also be communicated to local news and reporting outlets to share with the schools' communities.

How does an e-learning day work?

- Preschool students will have work assigned by their teachers, which will be age appropriate with instruction and resources sent home.
- K-5th grade students will have grade appropriate Choice Boards assigned by their teachers.
- 6-12th grade students will have a combination of work assigned for all classes scheduled for that day in either digital or hard copy formats depending on the requirements of each teacher and the status of a student's Internet access.
- Students with special circumstances and needs such as those on IEPs will be addressed by their case managers in conjunction with their classroom teacher(s).
- Teachers will be available by email and/or phone via voicemail for students and families from 9:15AM-2:15PM.
- Due dates for work completed on an e-learning day will be determined by each classroom teacher as the nature of assignments will vary.

What happens if a family chooses not to participate on an e-learning day?

A family that chooses to not participate on an e-learning day will have their child marked as an excused absence for that day.

Internet Access

Parents and students in 6-12th grades MUST inform teachers if there is no Internet access or limited Internet access at home so required modifications to assignments can be planned prior to an e-learning day.

Administrators are responsible for:

- Being available by phone via voicemail and/or email.
- Actively interacting and supporting teachers and parents as needed.
- Ensuring E-Learning Day Plan is posted online and communicated through newsletters.
- Monitoring teacher attendance and compliance with the E-Learning Day Plan.

Teachers are responsible for:

- Familiarizing students with their delivery method, type of assignments, and expectations of instruction prior to an e-learning day.
- Collaborating to make sure workload is appropriate and addresses each student's needs. Homeroom, specialists, intervention, special education, and content specific teachers will all contribute to a child's instruction on an e-learning day as appropriate.
- Including elements of instruction to address the requirements of interventions, IEPs for special education students and the needs of students with 504 accommodations if applicable.
  - This should be coordinated with case managers, academic support teachers, and certified support staff (Title I, EL, intervention teachers, dean of students, social workers, counselors, school nurse).
- Being available by phone via voicemail and/or email for student and parent communication from 9:15AM to 2:15PM.
- **Grades PreK-5:**
  - Ensuring parents are informed of Choice Board use on e-learning days and that Choice Boards are uploaded on the appropriate student communication tool prior to the first e-learning day.
- **Grades 6-12:**
  - Posting assigned work in Canvas by 9:15 AM on an e-learning day, if it has not already been assigned.
  - Sharing office hours on the Canvas class page.
  - Ensuring instruction and assignments are meaningful, monitored, and important to students.
    - Must include some type of instruction; cannot be a catch-up work day
    - However, review lessons & activities are okay
    - Lessons/activities should take most students no more than 20 minutes to complete
    - Students on 504s and IEPs will follow same accommodations with e-learning activities as they would if in the classroom
  - Being aware of each 6-12th grade student's access to adequate Internet service at home.
    - With prior communication, any student without Internet access at home should receive an alternative delivery method for instruction such as paper/pen versions of digital content with any hard copy textbooks if necessary for support to complete work.
    - Teachers can also have students download content prior to leaving the day prior to an anticipated e-learning day.

Parents are responsible for:

- Verifying student attendance according to the expectations of the teacher(s).
- Seeking clarification from teachers regarding expectations on an e-learning day.

- Informing teachers if there is not adequate Internet at home for students in grades 6th-12th as assignments may need access. Teachers can provide alternatives to digital content as well as other accommodations if necessary.
- Supporting your child at home on an e-learning day. If your child struggles with a concept or assignment and is unable to complete work, please encourage your child to communicate with the teacher, who should then follow up when returning to school.

Students are responsible for:

- Completing and submitting work as assigned by the teacher(s).
- Accounting for their attendance according to the requirements of their grade and/or teacher(s).
- Communicating with their teacher about lack of Internet access at home for students in grades 6th-12th.

Addition information for e-learning:

- If there are no weather related school cancellations, no part of this plan will be executed.

Eighteen-Year-Old Students

The age of majority for most purposes in Minnesota is 18 years of age. All students, regardless of age, are governed by the rules for students provided in school district policy and this handbook.

Employment Background Checks

The school district will seek criminal history background checks for all applicants who receive an offer of employment with the school district. The school district also will seek criminal history background checks for all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether compensation is paid. These positions include, but are not limited to, all athletic coaches, extracurricular academic coaches, assistants, and advisors. The school district may elect to seek criminal history background checks for other volunteers, independent contractors, and student employees.

Equal Access to School Facilities

The school district has created a limited open forum for secondary students to conduct non curriculum-related meetings during non instructional time. The school district will not discriminate against or deny equal access or a fair opportunity on the basis of the religious, political, philosophical, or other content of the speech at such meetings. These limited open forum meetings will be voluntary and student initiated; will not be sponsored by school employees or agents; employees or agents of the school will be present at religious meetings only in a non participatory capacity; the meetings will not interfere with the orderly conduct of educational activities within the school; and nonschool persons will not direct, control, or regularly attend activities of student groups. All meetings under this provision must follow the procedures established by the school district.

Fees

Materials that are part of the basic educational program are provided with state, federal, and local funds at no charge to a student. Students are expected to provide their own pencils, pens, paper, erasers, notebooks, and other personal items. If families are unable to provide the necessary supplies please reach out to your school for assistance.

Students may be required to pay certain other fees or deposits, including (not an inclusive list):

- Admission fees or charges for extracurricular activities, where attendance is optional and where the admission fees or charges a student must pay to attend or participate in an extracurricular activity are the same for all students, regardless of whether the student is enrolled in a public or a home school.
- Cost for materials for a class project that exceeds minimum requirements and is kept by the student.
- Security deposits for the return of materials, supplies, or equipment.
- Personal physical education and athletic equipment and apparel.
- Items of personal use or products that a student has an option to purchase such as student publications, class rings, annuals, and graduation announcements.
- Field trips considered supplementary to the district's educational program.
- Admission fees or costs to attend or participate in optional extracurricular activities and programs.
- Voluntarily purchased student health and accident insurance.
- Use of musical instruments owned or rented by the school district.
- A school district-sponsored driver or motorcycle education training course.
- Transportation to and from school for students living within 1 mile of school.
- Transportation of students to and from optional extracurricular activities or post-secondary instruction conducted at locations other than school.

Students will be charged for textbooks, workbooks, and library books that are lost or destroyed. The school district may waive a required fee or deposit if the student and parent/guardian are unable to pay. For more information, contact the building principal.

Food in the Classrooms

As stated in District Policy 533 Wellness:
Student wellness will be a consideration for all foods offered, but not sold, to students on the school campus. Caution will be exercised when offering foods that may cause allergic reactions or adversely impact students with health conditions, including those foods provided through:

- Celebrations and parties. A celebration or party is a special and enjoyable occasion (birthdays, holidays, etc.). The school district will provide a list of healthy party ideas to families and staff, including non-food celebration ideas.
- Classroom snacks to be distributed to the class. A snack is food eaten between meals to supplement the nutritional needs of students intended to make a positive contribution to the child's health and diet. The school district will provide to parents, families and staff a list of suggested foods and beverages that meet Smart Snacks nutrition standards.
- Please contact your child's teacher or building administrator for guidance on bringing food or treats to the classroom.

Fundraising

All fundraising activities conducted by student groups and organizations and/or parent groups must be approved in advance by the school board. School District regulation 511R details the procedure for garnering approval through Business Services. Participation in non approved fundraising activities is a violation of school district policy. Solicitations of students or employees by students for nonschool-related activities will not be allowed during the school day. The fundraising request form can be found at isd709.org/about-us/departments/business-finance.

Gifts to Employees

Employees are not allowed to solicit gifts and are discouraged from accepting or receiving gifts from a student, parent, or other individual or organization of greater than nominal value. Parents/guardians and students are encouraged to write letters and notes of appreciation or to give small tokens of gratitude.

Graduation Ceremony Participation and Dress Code

Student participation in the graduation ceremony is a privilege, not a right. Students who have completed the requirements for graduation are allowed to participate in graduation exercises, unless participation is denied for appropriate reasons, which may include discipline. Graduation exercises are under the control and direction of the building principal(s). Each high school will communicate the guidelines for graduation ceremonies with seniors and families.

Students enrolled in ALC or AEO but who spent most of their high school years at Denfeld and East are welcome to participate in those ceremonies. However, these students must inform Denfeld and East offices of their intent to participate no later than February 1 of the graduation year. It is important to note that the school where the student completed requirements is still the school issuing the official diploma.

The commencement dress code embraces that in all cultures, there are traditions for various celebrations of accomplishment. We recognize the many different ways families acknowledge accomplishments. The graduation commencement in our schools is no different. Our goal is to be culturally responsive to the needs of all students as we balance unique differences with the long-held traditions of graduation in the Duluth Public Schools.

- Caps, gowns, and tassels are purchased by the school. Students who purchase alternative tassels must wear one issued to them by the school during the ceremony.
- Only district approved stoles, cords, pins, and medals are permitted. These are limited to:
- ◦ Student Service Leadership medals provided by sites.
    - ◦ Honor Society cords and/or stoles.
    - ◦ Academic honor distinctions issued by the school. These may include alternative colored tassels, pins, cords, or medals as determined by the site.
    - ◦ Stoles issued to Native American students by the American Indian Education Department.
    - ◦ Cords provided to Upward Bound participants.
    - ◦ Stoles provided by the Black Student Association.
    - ◦ Stoles provided by Military Service organizations for students who have enlisted.
- Additions of Tribal regalia, items of cultural significance, and religious items are encouraged. Examples include feathers, decorated stoles, beadwork on caps, and religious head coverings.
- American Indian students are welcomed to wear American Indian regalia, Tribal regalia, or objects of cultural significance to graduation ceremonies. No staff member is to prohibit American Indian students from the wearing of these items in accordance with Minnesota State Statute 124D.792.
- Other than exceptions previously described, the school-issued cap and gown are part of the school tradition being preserved. No decorating (sparkles, puff paint, etc.) the cap or gown until AFTER commencement.
- We will have "emergency" replacements to borrow at commencement if something happens to the school issued items or if a student is in violation of the dress code detailed here.
- Students and families are encouraged to contact the building principal well in advance of commencements with any questions.

Holiday Celebrations and Parties

School administrators and teachers will show sensitivity to students and families with varied cultural and religious beliefs. At times, schools and classrooms

may plan events and activities to celebrate heritage months and holidays. Please contact your child's teachers for procedures in excusing students from these celebrations.

Interviews of Students by Outside Agencies

Students may not be interviewed during the school day by persons other than a student's parents/guardians or school district officials, employees, and/or agents, except as provided by law and/or school policy.

Library and Media Center

The library/media center is open during regular instructional hours. Students may use the library/media center during the school day and before and after school only when a supervisor is present.

Lunch

Lunch is to be eaten in designated areas only. Lunch times vary by classroom and/or grade level. Students will be notified of their assigned lunchtime on the first day of school. Breakfast and lunch meals, (students must take the whole meal) will be provided for free to all students, regardless of economic status. Students may be able to purchase a second lunch or a la carte items, if available, with their positive balance meal account. Students may bring a prepared lunch from home and milk will be available for purchase to supplement lunches brought from home.

Details on negative account balances can be found in Appendix K. Any parent wishing to get a refund from a meal account or transfer it to another student, should contact Child Nutrition at childnutrition@isd709.org. Off-campus lunch is determined by school.

Messages to Students

Personal cell phone use during the instructional day is discouraged and often prohibited. Students should leave their cell phones off (including smart watches and blu tooth earbuds) and in their lockers or at home during the school day. We ask families to help by reinforcing this message at home.
Our buildings have landline phones in every class and office space so that an urgent message can be delivered to a student during the day. Please contact the school for further directions for contacting your child.

Nondiscrimination

The school district is committed to inclusive education and providing an equal educational opportunity for all students. The school district does not discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation, including gender identity and expression, or age in its programs and activities. The school board has designated Assistant Superintendent Anthony Bonds, 709 Portia Johnson Drive, Duluth MN 55811, 218-336-8739 as the district's human rights officer to handle inquiries regarding nondiscrimination.

Notice of Violent Behavior by Students

The school district will give notice to teachers and other appropriate school district staff before students with a history of violent behavior are placed in their classrooms. Prior to giving this notice, district officials will inform the student's parent or guardian that the notice will be given. The student's parents/guardians have the right to review and challenge their child's records, including the data documenting the history of violent behavior.

Parent and Teacher Conferences

Parent and teacher conferences will be held twice per year. Conference dates are set by individual buildings. For more information, contact the site clerical.

Parent Volunteers

Parents/guardians are welcome in the schools and are encouraged to volunteer in their children's classrooms. To volunteer in the school building or classroom, parents/guardians should contact the building principal. Parents/guardians who visit the school should sign in at the main school office before entering a classroom. The use of volunteers is at the discretion of each building's professional staff. Parent volunteers will be asked to complete a background check and will be notified once they are received and reviewed. For more information, contact the building principal.

Pledge of Allegiance

Students will recite the Pledge of Allegiance to the flag of the United States of America once a week. Any person who does not wish to participate in reciting the Pledge of Allegiance for any personal reason may elect not to do so. Students must respect another person's right to make that choice. Students will also receive

instruction in the proper etiquette toward, correct display of, and respect for the flag.

Schedule

A schedule is needed to ensure smooth operation of the school. The daily school schedule is often building specific and within the building principal's authority to determine. Please see your school counselor or building principal for information on daily class schedules and schedule adjustments.

School Activities

The school district provides opportunities for students to pursue special interests that contribute to their physical, mental, and emotional health. Formal instruction is the school district's priority.

Students who participate in school-sponsored activities are expected to responsibly represent the school and community. All rules pertaining to student conduct and student discipline apply to school activities.

All spectators at school-sponsored activities are expected to behave appropriately. Students and employees may be subject to discipline. Parents/guardians and other spectators may be subject to sanctions for inappropriate, illegal, or unsportsmanlike behavior at these activities or events.

The Duluth School District is a member of the Minnesota State High School League (MSHSL). Students who participate in MSHSL activities must abide by the MSHSL rules. The district will enforce all MSHSL rules during the school year and in the summer as applicable.

Employees who conduct MSHSL activities will cover applicable rules, penalties, and opportunities with students and parents/guardians prior to the start of an activity. For more information about the MSHSL rules and student eligibility requirements, contact your school Activity Director or refer to www.mshsl.org.

School Closing Procedures

School may be canceled when the superintendent believes severe weather or other circumstances threaten the safety of students and employees. The decision to close or delay the start of school due to severe weather is made prior to 5 a.m. All families will receive a call, text and/or email through our emergency messaging system if school is closed or delayed. If possible, a decision will be made the night before so families, especially those with elementary age students, have enough time to make alternative plans for their children in the event of weather-related school closings. Please visit www.isd709.org/weather for more information.

Searches

In the interest of student safety and to ensure that schools are drug free, district authorities may conduct searches. Students violate school policy when they carry contraband on their person or in their personal possessions or store contraband in desks, lockers, or vehicles parked on school property. "Contraband" means any unauthorized item, the possession of which is prohibited by school district policy and/or law. If a search yields contraband, school officials will seize the item(s) and, when appropriate, give the item(s) to legal officials for ultimate disposition. Students found to be in violation of this policy are subject to discipline in accordance with the school district's "Student Discipline" policy, which may include suspension, exclusion, expulsion, and, when appropriate, the student may be referred to legal officials.

Lockers and Personal Possessions Within a Locker

Under Minnesota law, school lockers are school district property. At no time does the school district relinquish its exclusive control of lockers provided for students' convenience. School officials may inspect the interior of lockers for any reason at any time, without notice, without student consent, and without a search warrant.

Students' personal possessions within a school locker may be searched only when school officials have a reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school officials will provide notice of the search to students whose lockers were searched, unless disclosure would impede an ongoing investigation by police or school officials.

Desks

School desks are school district property. At no time does the school district relinquish its exclusive control of desks provided for students' convenience. School officials may inspect the interior of desks for any reason at any time, without notice, without student consent, and without a search warrant.

Personal Possessions and Student's Person

The personal possessions of a student and/or a student's person may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law or school rules. The search will be reasonable in its scope and intrusiveness.

Vehicles on Campus

Patrols and Inspections

School officials may conduct routine patrols of student parking lots and other school district locations and routine inspections of the exteriors of the motor vehicles of students. Such patrols and inspections may be conducted without notice, without student consent, and without a search warrant.

Search of the Interior of a Student's Motor Vehicle

The interior of a student's motor vehicle, including the glove and trunk compartments, in a school district location may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. The search will be reasonable in its scope and intrusiveness. Such searches may be conducted without notice, without consent, and without a search warrant. A student will be subject to loss of parking privileges and to discipline if the student refuses to open a locked motor vehicle or its compartments under the student's control upon a school official's request.

Student Publications and Materials

The school district's policy is to protect students' free speech rights while, at the same time, preserving the district's obligation to provide a learning environment that is free of disruption. All school publications are under the supervision of the building principal and/or sponsor. Non-school-sponsored publications may not be distributed without prior approval.

Distribution of Non-school-Sponsored Materials on School Premises

The school district recognizes that students and employees have the right to express themselves on school property. This protection includes distributing non-school-sponsored material, subject to school district regulations and procedures, at a reasonable time and place and in a reasonable manner. For detailed information, see the complete "Distribution of Non-school-Sponsored Materials on School Premises by Students and Employees" policy (Appendix B).

School-Sponsored Student Publications

The school district may exercise editorial control over the style and content of student expression in school-sponsored publications and activities. Faculty advisors shall supervise student writers to ensure compliance with the law and school district policies. Students producing official school publications and participating in school activities will be under the supervision of a faculty advisor and the school principal. "Official school publications" means school newspapers, yearbooks, or material produced in communications, journalism, or other writing classes as part of the curriculum. Expression in an official school publication or school-sponsored activity is prohibited when the material:

- Is obscene to minors;
- Is libelous or slanderous;
- Advertises or promotes any product or service not permitted for minors by law;
- Encourages students to commit illegal acts or violate school regulations or substantially disrupts the orderly operation of school or school activities;
- Expresses or advocates sexual, racial, or religious harassment or violence or prejudice;
- Is distributed or displayed in violation of time, place, and manner regulations.

Expression in an official school publication or school-sponsored activity is subject to school district editorial control over the style and content when the school district's actions are reasonably related to legitimate pedagogical concerns. Official school publications may be distributed at reasonable times and locations.

Student Records

Student records are classified as public, private, or confidential. State and federal laws protect student records from unauthorized inspection or use and provide parents/guardians and eligible students with certain rights. For the purposes of student records, an "eligible" student is one who is 18 or older or who is enrolled in an institution of post-secondary education. For more information on the rights of parents/guardians and eligible students regarding student records, see "Student Records" (Appendix C). A complete copy of the school district's "Protection and Privacy of Pupil Records" policy may be obtained at the Office of the Superintendent or on the website at www.isd709.org/about-us/policies.

Student Surveys

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. For complete information on the rights of parents/guardians and eligible students about conducting surveys, collection and use of information for marketing purposes, and certain physical examinations, see "Student Surveys" (Appendix D). A complete copy of the school district's "Student Surveys" policy may be obtained at the Office of the Superintendent or on the website at www.isd709.org/about-us/policies.

Transportation of Public School Students

The school district will provide transportation, at the expense of the school district, for all resident students who live one mile or more from the school. Transportation will be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break, except in certain circumstances. The school district will not provide transportation for students whose transportation privileges have been revoked or have been voluntarily surrendered by the students' parent or guardian. See additional discipline procedures in the Code of Conduct section.

Extracurricular Transportation

The school district may provide transportation for students to and from extracurricular activities. To the extent the school district provides extracurricular transportation, the district may charge a fee for transportation of students to and from extracurricular activities and optional field trips at locations other than school.

Video and Audio Recording

School Buses

All school buses used by the school district may be equipped for the placement and operation of a video camera. The school district will post a notice in a conspicuous location informing students that their conversations or actions may be recorded. The school district may use a video recording of the actions of student passengers as evidence in any disciplinary action arising from the students' misconduct on the bus.

Places Other Than Buses

The school district buildings and grounds may be equipped with video cameras. Video surveillance may occur in any school district building or on any school district property.

PART II — ACADEMICS

Alternative Educational Opportunities

Some students may be at risk of not continuing or completing their educational programs. The school district provides alternative learning options for students at risk of not succeeding in school. Alternative educational opportunities may include special tutoring, diversified curriculum and instruction, instruction through electronic media, special education services, homebound instruction, and enrollment in an alternative learning center, among others. A list of the alternative learning options is available on the district's website at www.isd709.org/academics/special-education and/or alc.isd709.org. Students and parents/guardians with questions about these programs should contact the Special Services or ALC.

Homework

Homework assignments are made by the teachers. The amount of homework varies by teacher and subject area. The school district asks parents/guardians to encourage their child(ren) to complete homework thoroughly and promptly.

Cheating and Plagiarism

Cheating and plagiarism are prohibited. Students who cheat or commit plagiarism on any test or assignment will be given a failing grade for that test or assignment and will be disciplined in accordance with the school district's "Student Discipline" policy (Appendix E).

Dropping Classes or Removing a Student from Class

- Semester Courses (such as Health, Physical Education, Psychology)
  - » Students will have ten school days after the start of the first grade period to drop without penalty.
- Sequential / Yearlong Semester Courses (such as English, Geometry, American History)
  - » 1st and 2nd Semester: Students will have ten school days after the start of the first grade period to droop without penalty.

Students who drop a class after the deadline above will have a transcript with a record of their credit(s) attempted and credits earned. The student will receive no credit and will receive a grade of "I". The grade point average will be permanently affected since this would be a credit attempt, but no credit earned.

Any student removed from a class due to excessive truancies or absences will receive no credit and a permanent "I" grade. The grade point average will be permanently affected since this would be credit attempted, but no credit earned.

Extended School Year Opportunities

The school district provides extended school year opportunities to a student who is the subject of an Individualized Education Program (IEP) if the student's IEP team determines the services are necessary during a break in instruction in order to provide a free and appropriate public education. For more information on extended school year opportunities for students with an IEP, contact the student's case manager.

Field Trips

Field trips may be offered to supplement student learning in which students voluntarily participate and, if so, students who participate may be charged. Students will not be required to pay for instructional trips that take place during the school day, relate directly to a course of study, and require student participation.

Grades

Elementary Report Card

Duluth Public Schools implements a standards based report card for elementary students. Report cards are issued once each semester. Family Report Card Guides and as well as activities that can be done at home to support learning are available for grades K-5 at your child's school or online at www.isd709.org/academics/grading-and-reporting/elementary-report-card. The report cards are designed to report on each child's performance in relation to specific criteria. The goals of standards based report cards include the ability to:

- Reflect academic achievement
- Provide meaningful feedback
- Be honest, fair, transparent, credible, useful, and user friendly
- Be aligned with the Duluth Public Schools curriculum
- Reflect consistency among courses, grade levels, departments, and schools
- Separate non-academic factors like participation or effort

The following numbers and descriptors are used to report progress:

4 — Mastering
The student exhibits knowledge and understanding of the concepts, skills, and processes the standard requires and can readily apply this knowledge in a variety of settings.

3 — Meeting
The student has a thorough knowledge, understanding, and application of the concepts, skills, and processes the standard requires. A score of three meets grade level expectations.

2 — Developing
The student is gaining understanding of the concepts, skills, and processes the standard requires, but has not been able to consistently demonstrate the learning.

1 — Beginning
The student is just starting to understand the concepts, skills, and processes the standard requires and needs consistent support.

Middle School Report Card

Students in grades 6-8 receive letter grades to report academic progress. Report cards for grades 6-8 are issued four times per year. You may access your student's grades by going to: https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp.

- A full schedule (100 % enrolled) is 6 classes with What I Need (WIN) Advisory, per semester.
- WIN/Advisory participation is a mandatory part of every student's schedule. It is an abbreviated class and may not be replaced by an online learning class.
- OEMS & LPMS physical education & music classes are considered ½ semester classes since they meet every other day.

High School Report Card

Students in grades 9-12 receive letter grades to report academic progress in the following manner, exceptions may be given for Honors, AP, or CITS classes.

- Report cards for grades 9-12 are issued four times per year.
- Credit is awarded at the semester level.
- Final semester grades are calculated as follows: quarter A grade (43%) plus quarter B grade (43%) plus final exam (14%) = Final Semester Grade.

- A student's Grade Point Average (GPA) is calculated using whole grades, meaning plus and minus do not impact GPA.
- A full schedule is 6 credit bearing courses with a mandatory What I Need (WIN) Advisory.
- A student may participate in 50% online learning courses and still be considered enrolled in their resident district.
- You may access your student's grades by going to: https://duluthmn.infinitecampus.org/campus/portal/duluth.jsp.

Families can monitor current scores through the Canvas learning management system. Students who participate in advanced coursework such as Honors, AP, PSEO, CITS, or other rigorous opportunities may have different grading guidelines as a result of the course requirements. For specifics, please refer to the course syllabus or cooperating postsecondary institution for details.

There are a few exceptions in high school concurrent and dual enrollment classes where letter grades may be required and high schools must work with their post-secondary partners on completion requirements. Please refer to your school for more information.

Middle School and High School Grades
The following percentages are used for both middle and high school grading:

A	(90-100%) Excellent
B	(80-89%) Very Good
C	(70-79%) Satisfactory
D	(60-69%) Passed
F	(Below 60%) Fail

Graduation Requirements

Students must meet all course credit requirements and graduation standards, as established by the state and the school board, in order to graduate from Duluth Public Schools. Graduating high school students need 21.5 in 2024 and 22.5 in 2025 and beyond. Specific requirements are listed below, with a complete listing of requirements to be found at www.isd709.org/academics/course-offerings.

MINIMUM GRADUATION REQUIREMENTS							
Class of 2025: minimum credits needed to graduate - 22.5 **Class of 2026: minimum credits needed to graduate - 23.0** **Class of 2027: minimum credits needed to graduate - 23.5** **Class of 2028 and beyond: minimum credits needed to graduate - 24.0**							
English Language Arts 4.0 credits	**Social Studies** 3.5 credits	**Math** 3.0 credits	**Science** 3.0 credits	**Arts** 1.0 credit	**Health** .5 credits	**Physical Education** .5 credits	**Elective** Class of 2025 & beyond: 7.0+ credits

In Minnesota, students are required to complete two kinds of requirements by the time they graduate. Students must:
- Satisfactorily complete all state academic standards or local academic standards where state standards do not apply.
- Satisfactorily complete the state course credit requirements under Minnesota Statutes, section 120B.024.

Students with an individualized education program, Section 504 accommodation plan, or limited English proficiency needs may be eligible for testing accommodations, modifications, and/or exemption. For additional information, see the counselor or principal at your child's school.

Early Graduation

Students may be considered for early graduation after meeting the conditions provided in school district policy.

Graduation Procedures

- Duluth Public Schools students attending AEO or ALC may request to walk through the graduation ceremony where they previously attended prior to enrolling in AEO or ALC
- AEO and ALC staff will request information from their students regarding where the students plan to walk at the end of Semester 1
- ALC principal will provide the names of students at the start of Semester 2 to East or Denfeld in order to order graduation materials for students
- Final grades for AEO and ALC students must be to Denfeld and East by 8:00am Monday the week of graduation
- Students will receive a diploma from the school they attend at least 50% the last semester of 12th grade year

Postsecondary Enrollment Options (PSEO)

Postsecondary Enrollment Options (PSEO) is a program that allows 10th-, 11th- and 12th-grade students to earn both high school and college credit while still in high school, through enrollment in and successful completion of college nonsectarian courses at eligible participating postsecondary institutions. Most PSEO

courses are offered on the campus of the postsecondary institution; some courses are offered online. Each participating college or university sets its own admissions requirements for enrollment into the PSEO courses. Eleventh and 12th-grade students may take PSEO courses on a full- or part-time basis; 10th graders are eligible to enroll in PSEO on a more limited basis (see note below). Students must meet the PSEO residency and eligibility requirements and abide by participation limits specified in Minnesota Statutes, section 124D.09. If a school district determines a pupil is not on track to graduate, she/he may continue to participate in PSEO on a term by term basis. Information about PSEO and more information can be found at education.mn.gov/MDE/dse/ccs/pseo.

Promotion and Retention

All students are expected to achieve an acceptable level of proficiency. Students who achieve at an acceptable level will be promoted to the next grade level at the completion of the school year. Retention of a student may be considered when professional staff and parents/guardians feel that it is in the best interest of the student. The superintendent's decision will be final. The district has a variety of services to help students succeed in school. For more information, contact the school principal.

Multi-Tiered System of Supports (MTSS)

Duluth Public Schools implements a Multi-Tiered System of Supports to ensure needs of all learners are addressed. Every school has a team of staff dedicated to supporting student success. There are academic, social, emotional, and behavioral supports available at each school. Contact your child's teacher or principal for more information.

Summer School

The school district may provide summer school learning opportunities through the Duluth Area Learning Center. There are two options for summer school: seat-based summer school or credit recover through online classes. For more information about summer school, contact your counselor.

E-Squared

As part of the district's MTSS (Multiple Tiered Systems of Support) initiative to accelerate the performance of all students, we offer supplemental services in conjunction with other interventions and extensions for 3rd-5th grade students throughout the district. We use universal screeners to identify the highest 10% of grades 3-5 at each elementary site in math and ELA (English Language Arts). We then provide at least 10 hours per qualified subject area of intervention courses. These subject specific units offer project-based learning opportunities that focus on extending the grade- level standards and allow students the opportunity to collaborate, communicate and think critically with a small cohort of high achieving peers. All students have the opportunity to qualify for either or both math and ELA services.

English Language Learner Program

The English Language Learner (ELL) Program serves students who:

1. First spoke a language other than English, come from homes where a language other than English is usually spoken, or do not use English as a primary language

- AND -

2. Lack the necessary English skills to fully participate in classes taught in English

If you think your child requires ELL services, please contact your student's building principal.Immersion Language Programs
Duluth Public Schools is providing high quality language instruction in two different elementary immersion programs. Families interested in enrolling their child/children in the Misaabekong Ojibwe Immersion Program or Nueva Vision Spanish Immersion Program should contact Lowell Elementary School at 218-336-8895.

Parent Right to Know

If a parent requests it, the school district will provide information regarding the professional qualifications of his/her child's classroom teachers, including, at a minimum, the following:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
2. Whether the teacher is teaching under emergency or other provisional licensing status through which state qualification or licensing criteria have been waived;
3. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree;
4. Whether the student is provided services by paraprofessionals and, if so, their qualifications.

In addition, the school district will provide parents with information as to the level of achievement of their child in each of the state academic assessments. The school district will provide notice to parents if their child has been assigned to, or taught for four or more consecutive weeks by, a teacher who is not highly qualified.

PART III — RULES AND DISCIPLINE

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" policy (Appendix E).

Attendance

Regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability. For detailed information, see the "Student Attendance" policy (Appendix F).

Bullying Prohibition

The school district is committed to providing a safe and respectful learning environment for all students. Acts of bullying, in any form, by either an individual student or a group of students, are prohibited on school district property, at school-related functions or activities, on school transportation, and by misuse of technology. For detailed information, see the school district's "Bullying Prohibition" policy (Appendix G).

Conduct on School Buses and Consequences for Misbehavior

Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students. The school district will not provide transportation for students whose transportation privileges have been revoked.

The school district is committed to transporting students in a safe and orderly manner. To accomplish this, student riders are expected to follow school district rules for waiting at a school bus stop and for riding on a school bus.

While waiting for the bus or after being dropped off at a school bus stop, all students must comply with the following rules:

- Get to the bus stop five minutes before your scheduled pick up time. The school bus driver will not wait for late students.
- Respect the property of others while waiting at the bus stop.
- Keep your arms, legs, and belongings to yourself.
- Use appropriate language.
- Stay away from the street, road, or highway when waiting for the bus.
- Wait until the bus stops before approaching the bus.
- After getting off the bus, move away from the bus.
- If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- No fighting, harassment, intimidation, or horseplay.
- No use of alcohol, tobacco, or drugs.

While riding a school bus, all riders must comply with the following rules:

- Follow the driver's directions at all times.
- Remain seated facing forward while the bus is in motion.
- Talk quietly and use appropriate language.
- Keep all parts of your body inside the bus.
- Keep arms, legs, and belongings to yourself and out of the aisle.
- Treat everyone with kindness and keep your hand to yourself..
- Keep all objects to yourself.
- Avoid eating, drinking, or use of alcohol, tobacco, or drugs.
- Do not bring any weapons or dangerous objects on the school bus.
- Take care of the bus and not damage the school bus.

Consequences for school bus/bus stop misconduct will be imposed by the school district under administrative discipline procedures. All school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement. For further information on busing behavioral procedures see under Code of Conduct section.

Cell Phones and Other Electronic Communication Devices

The Duluth Public Schools holds high expectations for student behavior, academic integrity, and responsible use of existing and emerging technologies. Students who possess cell phones and other personal electronic devices at school or school-sponsored events shall demonstrate the greatest respect for the educational environment and for the rights and privacy of all individuals within the school community.

At Duluth Public Schools every school participates in Away for the Day, which means that students will not have access to their cell phones from first bell to last bell. We ask that families help by reinforcing this message at home. As always, our school has a landline phone in every class and office space so that a message can be delivered to a student during the day.

Students who have earbuds in, cellphones out of their locker or smart watches on during the school day will be asked to leave their devices at home for the remainder of the quarter.

Students also are prohibited from using a cell phone or other electronic communication device to engage in conduct prohibited by school district policies including, but not limited to, cheating, bullying, harassment, and malicious and sadistic conduct. If the school district has a reasonable suspicion that a student has violated a school rule or law by use of a cell phone or other electronic communication device, the school district may search the device. The search of the device will be reasonably related in scope to the circumstances justifying the search. Students who use an electronic communication device during the school day and/or in violation of school district policies may be subject to disciplinary action pursuant to the school district's discipline policy. In addition, a student's cell phone or electronic communication device may be confiscated by the school district and, if applicable, provided to law enforcement. Cell phones or other electronic communication devices that are confiscated and retained by the school district will be returned in accordance with school building procedures.

Cell phone and camera use is prohibited in all bathrooms, locker rooms, and other areas where a student's privacy could be violated.

Discipline

Misbehavior by one student can disrupt the learning process for many other students. In addition, students must learn to practice good safety habits, value academic honesty, respect the rights of others, and obey the law. For detailed information on the Student Code of Conduct and consequences for violations, see the "Student Discipline" policy (Appendix E).

Dress and Appearance

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

For detailed information on dress and appearance, see the "Student Dress and Appearance Policy" (Appendix L).

Drug-Free School and Workplace

The possession and use of alcohol, controlled substances, and toxic substances are prohibited at school or in any other school location before, during, or after school hours. Paraphernalia associated with controlled substances also is prohibited. The school district will discipline or take appropriate action against anyone who violates this policy.

District policy is not violated when a person brings a controlled substance that has a currently accepted medical treatment use onto a school location for personal use if the person has a physician's prescription for the substance except marijuana is not allowed on school property even if prescribed. Students who have prescriptions must comply with the school district's "Student Medication" policy. The school district will provide an instructional program in every elementary and secondary school on chemical abuse and the prevention of chemical dependency.

Harassment and Violence Prohibition

The school district strives to maintain a learning and working environment free from harassment and violence on the basis of race, color, creed, religion,

national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. Detailed information on the school district's "Harassment and Violence Prohibition" policy is included in this handbook (Appendix H).

Harassment, Violence, and Bullying Behavior

Duluth Public Schools is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every Individual has the right to learn/work in an environment free of harassment, violence, and bullying behavior

Prevention — Preventing harassment, violence, and bullying behavior before it happens is always best. Prevention keeps us from experiencing adverse experiences in the first place, helps us focus on teaching and learning, and is an efficient and effective use of resources.
Efforts to intentionally develop a positive school climate and create positive relationships will work to prevent harassment, violence, and bullying behavior. Furthermore, academic success is directly related to school engagement and school engagement associated with peer and adult support and relationships. Nothing has a more positive impact in the life of a child than positive relationships.

Suicide Prevention — The mental health of students in Duluth Public Schools is important. Mental health is defined as how a person thinks, feels, and acts in regards to their emotional, psychological and social well-being. It helps determine how we handle stress, relate to others, and make choices. One way you can maintain good mental health is by getting professional help when you need it. Sometimes a person may experience an emotional crisis and be in need of support now. The 988 Suicide and Crisis Lifeline provides free 24/7 confidential support for people in distress. If you or someone you know needs support now, call or text 988 or chat 988Lifeline.org. Duluth Public Schools, as part of state licensing, also provides educators with training opportunities to recognize the signs and symptoms of early onset child and adolescent mental illness as well as suicide prevention.

Preparation — Preparing students, staff, and families for adverse experiences is also an important part of creating safe and welcoming environments for everyone. We should know what to do and have a plan in place to do it well. Preparation includes teaching students about these behaviors, the roles that people fulfill in an incident, what to do, and how to report it.

Response — When harassment, violence, or bullying behavior is reported or witnessed, responses include telling the person to stop, creating separation and safety, investigating incidents, planning and implementing interventions, and informing others. Each situation is unique and may require different and unique interventions, including student conferencing, parent involvement, school discipline, connection to other resources, and restorative practices.

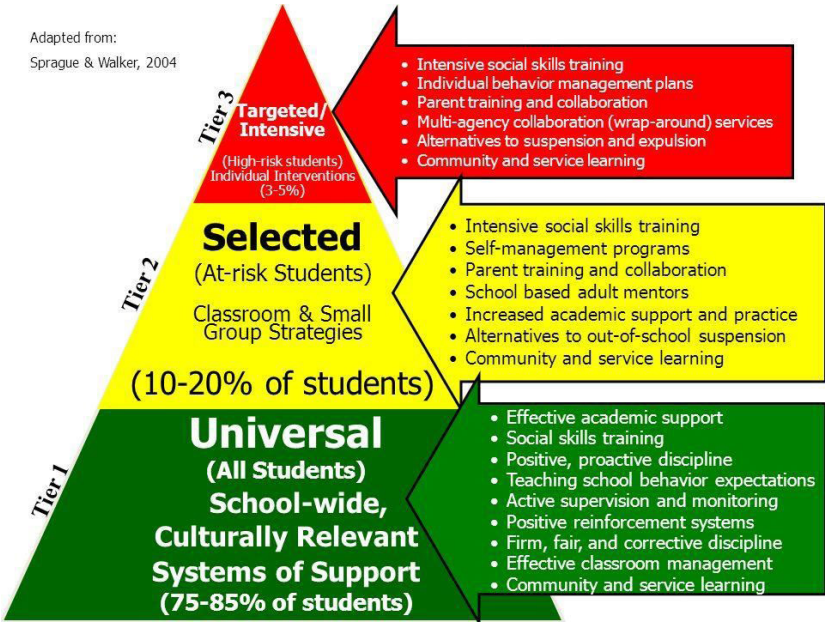
Recovery — Even when prevention is done well and we prepare and respond effectively, students may still benefit from support and assistance in recovering from incidents of harassment, violence, and bullying behavior. Helping students recover may look different from child to child and from school to school. Schools have resources available in a crisis and can help families connect to on-going supports in the community. All schools have co-located mental health services. The focus of recovery is to return students back to regular school activity in a safe and welcoming environment.

Positive Behavioral Interventions and Supports (PBIS) — Positive Behavioral Interventions and Supports (PBIS) is an evidenced-based framework for proactive teaching of social emotional and behavioral instruction as well as supporting all students' social, emotional and behavioral needs. This approach helps schools create and sustain effective and culturally-inclusive environments that support academic and social, emotional and behavioral success for all students. Duluth Public Schools uses PBIS foundations to teach school- wide expectations and social emotional learning for all students. PBIS also positively recognizes students who meet those expectations. Additional social, emotional, or behavioral supports are provided to students as needed to ensure that students receive the services they need to meet the social emotional behavioral standards as set forth by the Minnesota Department of Education. PBIS also encourages the use of non-exclusionary discipline approaches such as utilizing a restorative approach for addressing student behavioral challenges.

Within each school, the following systems and practices are foundational to PBIS implementation:

- Each school creates clear and consistent school-wide expectations that promote positive behavior. These expectations, which reflect the school community, values and culture, are defined, taught, modeled, reinforced and (when necessary) retaught.
- Schools also use data to guide how they teach and reinforce the expectations for individual students, groups of students, whole classrooms and school-wide.
- Social emotional learning skills are taught to all students.
- A continuum of evidence-based interventions is integrated and utilized to support the social, emotional, and behavioral success of all students.
- Data is used to identify students in need of additional social, emotional or behavioral support and match them to interventions or support needed.
- A school climate survey is administered twice annually in our schools to gather information from students, families, and staff in order to further develop our PBIS practices and systems to better meet the needs of our students and promote a positive school environment.
- Each school continually collects data and refines its systems and practices as needs change. The goal is to provide positive and equitable social, emotional, behavioral, and academic outcomes for all students.

Each school designs a three-tiered system that is aligned with the district's strategic direction:



Tier 1: All students are involved in learning about the school and classroom behavior expectations as well as foundational social emotional learning skills to meet the social emotional learning competencies as laid out by the Minnesota Department of Education. Staff members teach, model and reinforce these expectations and skills throughout the course of the school year.

Tier 2: Some students receive additional intervention or support for their needs. This may occur at times in a small group setting or within the classroom.

Tier 3: A few students receive individualized or more intensive interventions and support based on their needs, after less intensive levels of intervention have been tried.

Restorative Practices — Restorative Practices are both proactive as well as responsive interventions that are used to foster an equitable and positive school culture where relationships are central. Restorative practices are a continuum of support and may include things like proactive and community building circles, using affective statements in interactions, using restorative questions, responsive circles, conferencing, short impromptu conversations, thinking sheets, etc. In this approach, relationships are the most important way we learn about the world and ourselves.

Some schools are implementing Restorative Practices school-wide as a way to proactively build community among stakeholders. All schools have support staff trained in restorative practices in order to be able to respond to members of our school community when harm has been caused through utilizing a restorative approach. Restorative practices may replace traditional ways of approaching student behavior but still provide a space for accountability to occur through conversation when harm has been caused. In a restorative school community we believe:

- Everyone in the school community has something to contribute and deserves the right to be heard.
- We are all connected to one another.
- All of us want to have meaningful relationships with others.
- We all have talents and gifts we bring to school.
- It takes time, habits and support to build and maintain positive relationships.
- Learning can happen through conversation and through relationships.
- That empathy, kindness, caring, and good communication skills can develop through the use of restorative practices.

Social-Emotional Learning (SEL) — Social and Emotional Learning is how children and adults learn how to manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions. Departments across the district work collaboratively to support social-emotional learning. A school may choose to implement a specific Social-Emotional Learning program(s) to support academic and social success. Social-emotional learning is the process of developing the self-awareness, self-control, and interpersonal skills that are vital for school, work, and life success.

CASEL's definition — We define social and emotional learning (SEL) as an integral part of education and human development. SEL is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel and show empathy for others, establish and maintain supportive relationships, and make responsible and caring decisions.

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SEL advances educational equity and excellence through authentic school-family-community partnerships to establish learning environments and experiences

that feature trusting and collaborative relationships, rigorous and meaningful curriculum and instruction, and ongoing evaluation. SEL can help address various forms of inequity and empower young people and adults to co-create thriving schools and contribute to safe, healthy, and just communities.

Minnesota Department of Education has adopted CASEL's social emotional learning 5 competencies:



Mental Health & Wellness — Mental Health refers to how a person thinks, feels, and acts in regards to their emotional, psychological, and social well-being. It helps determine how we will handle stress, relate to others, and make choices. The Duluth School District supports student mental health by creating social and emotional learning opportunities in addition to supporting access to mental health services through internal supports as well through community based providers. These supports strive to create a safe learning environment, maximize collaboration between students and adults, create trusting relationships, and empower students to do their best.

Reporting Harassment, Violence, and Bullying Behavior — Harassment, violence, and bullying behavior is a concern across our nation and here in Duluth. Reducing this behavior is important to Duluth Public Schools and we take any allegations of this seriously.
Any time you witness or are involved in a situation involving harassment, violence, or bullying behavior it is important to report it. Help is available. Speak with your teacher, school principal, or another trusted adult at school, home, or in your community.

- If someone is hurting you verbally or physically, tell them to stop, walk away, and tell an adult
- Report it right away. A prompt response increases safety, reduces response time, and improves the results of the investigation and intervention. Reporting forms can be located at the back of this handbook or online at www.isd709.org.
- Be specific. Share who was with you or might have seen something, who said or did what, and when and where it happened. Keep text messages and social media posts that contain harassing, violent, or bullying behavior so you can show them to an adult at school.

Minnesota Law — Minnesota has passed the Safe Schools Act.

Hazing Prohibition

Hazing is prohibited. No student will plan, direct, encourage, aid, or engage in hazing. Students who violate this rule will be subject to disciplinary action pursuant to the school district's "Student Discipline" policy. Please see the school district's "Hazing Prohibition" policy (Appendix I).

Internet Acceptable Use

All school district students have conditional access to the school district's computer system, including Internet access, for limited educational purposes, including use of the system for classroom activities, educational research, and professional and career development. Use of the school district's system is a privilege, not a right. Unacceptable use of the school district's computer system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including, but not limited to, suspension, expulsion, or exclusion; or civil or criminal liability under other applicable laws.

A copy of the school district's "Internet Acceptable Use" policy is available at the Office of the Superintendent or on the website at www.isd709.org/about-us/policies.

Within 30 days of the start of each school year, the school district must give parents and students direct and timely notice, by United States mail, e-mail, or other direct form of communication, of any curriculum, testing, or assessment technology provider contract affecting a student's educational data. The notice must:

1. Identify each curriculum, testing, or assessment technology provider with access to educational data;
2. Identify the educational data affected by the curriculum, testing, or assessment technology provider contract; and
3. Include information about the contract inspection and provide contact information for a school department to which a parent or student may direct questions or concerns regarding any program or activity that allows a curriculum, testing, or assessment technology provider to access a student's educational data.

The school district must provide parents and students an opportunity to inspect a complete copy of any contract with a technology provider.

Students will receive a copy of the school district's "Internet Acceptable Use" policy and are expected to understand and agree to abide by the policy as a condition of use of the school district's computer system. All students who wish to use the school district's computer system must sign the Blended Learning 1:1 Agreement form annually.

Parking on School District Property

Students

The school district allows limited use and parking of motor vehicles by students in school district locations subject to the following rules:
Parking a motor vehicle on school property during the school day is a privilege;

- Parking is permitted in designated areas only, by permit. For information, contact your school.;
- Students are not permitted to use motor vehicles during the school day in any school district locations unless permission has been granted to the student by the school administration;
- Students are permitted to use motor vehicles on the high school campus(es) only before and after the school day;
- Unauthorized vehicles parked on school district property may be towed at the expense of the owner or operator.

The school district may conduct routine patrols of school district properties and inspections of the exteriors of the motor vehicles of students. Interiors of students' vehicles in school district locations may be searched when school officials have a reasonable suspicion that the search will uncover a violation of law and/or school policy or rule. If a search yields contraband, school officials may seize the item and may turn it over to legal authorities when appropriate. A student who violates this policy may be subject to withdrawal of parking privileges and/or discipline according to the school district's "Student Discipline" policy (Appendix E). Please see the parking agreement/permit application form for specific site related information.

Visitors

Visitors are permitted to park in designated school district visitor parking areas. Unattended vehicles left in other locations on school district property may be towed at the owner's expense.

Tobacco-Free Schools; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction

School district students and staff have the right to learn and work in an environment that is tobacco free. School policy is violated by any individual's use of tobacco, tobacco-related devices, or carrying or using activated electronic delivery devices in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Students may not possess any type of tobacco, tobacco-related devices, electronic delivery devices, THC, CBD, or marijuana in a public school, on school grounds, in any school-owned vehicles, or at any school events or activities. Any student who violates this policy is subject to school district discipline. For detailed information on the school district's "Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction" policy, see Appendix J. Contact the building principal if you have questions or wish to report violations.

A limited exception to the tobacco prohibition exists for adult members of an Indian tribe, as defined under Minnesota law, who may light tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony.

Weapons Prohibition

No person will possess, use, or distribute a weapon when in a school location except as provided in school district policy. A "weapon" means any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any firearm, whether loaded or unloaded; air guns; pellet guns; BB guns; all knives; blades; clubs; metal knuckles; numchucks; throwing stars; explosives; fireworks; mace and other propellants; stun guns; ammunition; poisons; chains; arrows; and objects that have been modified to serve as a weapon. A weapon also includes look-alike weapons. Appropriate discipline and action will be taken against any person who violates this policy. The school district does not allow the possession, use, or distribution of weapons by students. Discipline of students will include, at a minimum: immediate

out-of-school suspension; confiscation of the weapon; immediate notification of police; parent or guardian notification; and recommendation to the superintendent of dismissal for a period of time not to exceed one year. The building principal shall, as soon as practicable, refer to the criminal justice or juvenile delinquency system, as appropriate, a student who brings a firearm to school unlawfully. A student who brings a firearm to school will be expelled for at least one year, subject to school district discretion on a case-by-case basis. For a copy of the "School Weapons" policy, visit isd709.org/about-us/policies.

Standards of Conduct

Standards of conduct are developed to ensure a safe, equitable and welcoming environment that fosters growth in relationships, academics, social-emotional competency and life skills. We believe these are achieved through a culture that promotes positive relationships, mutual respect, repairing harm, and a belief in the potential of all members while engaging with families and community as partners.

Disciplinary policies within the elementary and secondary schools shall be enforced within the general guidelines as set forth in the grid below. These guidelines are designed to prevent student's inappropriate behavior from recurring through use of environmental, instructional, and/or restorative intervention and represent the majority of incidents that occur in schools. However other incidents may occur which warrant disciplinary action.

These guidelines describe the various administrative actions that may be taken for incidents that violate school district standards of conduct and/or the law. The listing of guidelines does not require that a 'step by step' progression of increasing severity be employed by an administrator when addressing an incident.

Behavioral incidents requiring Office intervention will be documented as an office discipline referral in Infinite Campus under the student behavior tab. Out of school suspension is used for the purpose of creating separation and safety for further investigation and intervention planning in response to a behavioral incident. At all age levels, use of suspension should be paired with environmental, instructional, and/or restorative intervention. For students with a history of violent behavior, staff will be notified per Policy 5022.

The Principal's discretion regarding the enforcement of policy will be used when age, culture, and development/ability are factors in behavioral issues. There should be a logical relationship between the severity of the offense and the administrative action. Behaviors are grouped into four levels for the purpose of consistency and organization. Some behaviors will be severe or egregious enough to warrant disciplinary actions corresponding with a higher level. The Assistant Superintendent will be consulted if any site desires to implement discipline which exceeds the minimum guidelines.

Busing infractions will follow the four levels listed below based on the incident and additional discipline will follow the Code of Conduct. Separately or in addition to, bus conduct can result in removal from the bus.

Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

Duluth Public Schools Major & Minor Behavior

	LEVEL	TYPE OF BEHAVIOR	ACTION	MANAGED BY
MINOR	1	Incidental Violations	Not Recorded	Staff/Teacher
	2	Minor Violations	Minor Referral Form	Staff/Teacher
MAJOR	3	Major Violations	Major Referral Form	Staff/Administration
	4	Unlawful Violations	Major Referral Form	Administration/Office

Staff/Teacher Managed		Administration/Office Managed	
Level 1 - Incidental *Doesn't significantly violate the rights of others. Doesn't put others at risk. Not chronic.* • Consensual display of affection • Dress Code • Horseplay • Loud noise • Minor arguments • Missing homework • Noise making • Out of seat • Refusal to follow directions (non chronic) • Running in hallway • Transportation (see charts below) • Unprepared for class • Unapproved Food & Drink	**Level 2 - Minor** *Doesn't significantly violate the rights of others. Doesn't put others at risk.* • Academic dishonesty • Avoiding staff • Cell phone violation • Defiance • Disrespect • Disruption • Inappropriate language • Interruptions • Leaving assigned area • Misuse of technology • Property misuse • Refusal to follow directions • Refusal to participate in class • Transportation (see charts below)	**Level 3 - Major** *Violates the rights of others. Puts self or others at risk, or chronic* • Attendance issues • Bullying/Cyberbullying • Extortion • Forgery/plagiarism • Gambling • Gang display • Harassment • Hazing • Intimidation • Leaving building without permission • Minor property damage/vandalism • Photographic or recording misuse • Physical aggression • Record and identification falsification • Repeated or prolonged defiance or disrespect • Technology violation • Theft • Threats/intimidation • Tobacco • Transportation (see charts below) • Verbal aggression/abusive language	**Level 4 - Unlawful** *Unlawfully violates the rights of others. Puts self or others at risk, or are chronic.* • Arson • Assault • Bomb threats • Fighting • Gang activity • Homicide • Illegal or prescription drug, alcohol THC, CBD or marijuana possession • Pyrotechnics • Robbery • Sexual assault • Significant property damage/ vandalism • Transportation (see charts below) • Terroristic threats • Trespassing • Weapon possession

Note for reader: Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator. ***Just as in the Code of Conduct, administration discretion must be taken into account.***

K-3 Behavior Violations and Leveled Response

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/ or guardian(s); document as a major behavior	Notification of parent(s) and/ or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/ or guardian(s); document as a minor behavior	Conference with student; Notification of parent(s) and/ or guardian(s); document as a major behavior	Notification of parent(s) and/ or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

K-3 Behavior Violations and Leveled Response				
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of a restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

**Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

4-5 Behavior Violations and Leveled Response				
	Level 1 — Incidental	**Level 2 — Minor**	**Level 3 — Major**	**Level 4 — Unlawful**
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/or guardian(s); consideration of 1 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior	Notification of parent(s) and/or guardian(s); consideration of 1-2 day suspension and/or restorative intervention; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/or guardian(s); consideration of 1-3 day suspension and/or restorative intervention; possible referral to building resources; document as a major behavior	Notification of parent(s) and/or guardian(s); consideration of 1-5 day suspension and/or restorative intervention; possible referral to building resources; possible IIU report Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

**Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

6-12 Behavior Violations and Leveled Response

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; document as a minor behavior	Conference with student; Notification of parent(s) and/ or guardian(s); consideration of 1-2 day suspension and/ or restorative intervention; document as a major behavior Consideration to refer to law enforcement	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resource Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 2	Behaviors are managed by the person supervising the area, no office discipline referral needed	Conference with student; Notification of parent(s) and/ or guardian(s); document as a minor behavior	Notification of parent(s) and/ or guardian(s); consideration of 1-3 day suspension and/ or restorative intervention; document as a major behavior Consideration to refer to law enforcement	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resource Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Behaviors are managed by the person supervising the area; a office discipline referral may be needed; consideration of parent notification and/or staff intervention	Conference with student; Notification of parent(s) and/ or guardian(s); document as a minor behavior; possible referral to building resources	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resources; document as a major behavior Consideration to refer to law enforcement	Notification of parent(s) and/ or guardian(s); consideration of 1-5 day suspension and/ or restorative intervention; possible referral to building resource Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

**Chronic or repeated offenses in a certain behavioral level may result in discipline listed from a higher behavioral level and/or extension of response.*

Transportation Behavior Levels and Consequences

See Major and Minor list above for offenses correlating to certain behavioral levels. The bus is a continuation of the classroom. ***Note for reader:*** *Behavior can be challenging to define & quantify. For some of these listed behaviors the severity, frequency, or duration may impact where it should be listed under. In cases that pose as challenging or confusing, please reach out to the administrator.* ***Just as in the Code of Conduct, administration discretion must be taken into account.*** *Transportation department will notify school sites within 24 hours. School personnel may include site clericals, administration, and/or support staff.*

	Level 1 — Incidental	Level 2 — Minor	Level 3 — Major	Level 4 — Unlawful
Incident 1	Addressed with de-escalation, support and/or direction	Conference with student; document as a minor behavior	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-5 day bus suspension Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

Incident 2	Addressed with de-escalation, support and/or direction	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Notification of School Personnel; Parent Notification; Document behavior	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 3	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Document behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 4	Addressed with de-escalation, support and/or direction; and/or notification of school personnel	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; document repeated behavior; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion
Incident 5	Addressed with de-escalation, support and/or direction; and/or notification of school personnel; Possible 1-5 day bus suspension	Notification of School Personnel; Parent Notification; Document repeated behavior; Possible 1-10 day bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possible 1 month bus suspension	Notification of School Personnel; Parent Notification; Document behavior; Possibility of bus privileges being revoked for up to a school year Consideration and in certain instances required to refer to law enforcement and/or referral to expulsion

Behavior Levels and Definitions

LEVEL 1
Behaviors are safe but disruptive to learning and addressed with simple de-escalation, support and/or direction

- Staff use school wide and classroom practices to promote the development and use of behaviors that contribute to a safe, equitable, and welcoming school
- Staff observe the behavior, use a range of strategies to support the student(s) or de-escalate the situation, determine communication and documentation
- Behaviors are managed by the person supervising the area, no office discipline referral needed - referred as 'teacher managed' or 'incidental' behavior and not addressed further in this grid.

LEVEL 2

Behaviors that do not significantly violate the rights of others. Doesn't put others at risk.

- Staff observe behavior, use a range of strategies to support the student(s) or de-escalate the situation, gain assistance if needed, write a 'minor' office referral, and use supportive and/or restorative practice intervention as needed
- A more focused behavioral response or targeted intervention beyond response to the immediate incident may be warranted depending on the situation.

Behavior and Description

ACADEMIC DISHONESTY - A student shall not cheat in any form on school grounds or in any school related activity. This includes plagiarizing (copying from print, the Internet, or other electronic resources, purchasing or copying another person's work, and paraphrasing without citing the source).

CELL PHONES OR ELECTRONIC MOBILE DEVICES - Students may not use cell phones or personal electronic mobile devices during class time unless it is determined by the teacher that it is required for curriculum/course content. Schools will not be responsible for lost, damaged or stolen devices. School administration will not spend time investigating any lost or stolen electronic devices

DISRUPTIVE/DISORDERLY CONDUCT AND INSUBORDINATION - A student shall not participate in actions, on or off campus, that interfere with the rights of others to an education, instruction, and/or with the effective operations of the school. Such actions include but are not limited to: Disruption: Any behavior that significantly interrupts the education, instruction or effective operations of the school and or classroom (and is not better coded as another behavior). Some examples of disruptive behavior include: Offensive language or gestures, profanity, explosive outbursts of rage. Leaving the classroom without permission or school grounds without proper authorization. Consensual intimate sexual behaviors. Distributing unauthorized materials on school property. Play-fighting, which can appear real and/or alarm students and staff and/or lead to real conflicts or injuries. Insubordination: Persistent refusal to follow school rules or regulations, persistent refusal to follow directions given by a staff member or persistent confrontational and aggressive arguing with a staff member.

This also includes: avoiding staff, inappropriate language, interruptions in class, leaving assigned areas, refusal to follow directions, and refusal to participate in class.

PROPERTY MISUSE - Inappropriate use of equipment and school property, such as (but not limited to) computers, textbooks, music equipment, etc

MISUSE OF TECHNOLOGY -This includes being off-task, treating Chromebooks carelessly and airdropping material without permission

MOTOR VEHICLE INFRACTIONS -
1. Parking - A student shall not park in an unauthorized area on school property or park on school property without a valid school permit, or violate any school district policy with his/her vehicle. 2. Reckless or Careless Driving - A student shall not drive on or near school property in such a manner as to endanger persons or property. 3. Student vehicles may not display or promote illegal activities or substances. This includes any symbols or graphics that are affiliated with hate groups (Example: confederate flag or swastika).

LEVEL 3

Behavior that may be illegal, disrupts the educational environment, student learning or staff working with significant risk of/harm to self or others.

- Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, write office referral and use support intervention and/or restorative practice intervention as needed.
- Out of School Suspension, if used, is for the purpose of safety and intervention planning

Behavior and Description

BULLYING - Bullying means intimidating, threatening, abusive, or harming conduct that is objectively offensive and: • There is an actual or perceived imbalance of power between the student engaging in prohibited conduct and the target of the behavior and • The conduct is repeated or forms a pattern; or • The conduct materially and substantially interferes with a student's educational opportunities, performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. Note: Bullying and conflicts are different. Conflicts are to disagree, argue, or fight. Conflicts have an increased balance of power, are usually spontaneous, and mutual. See the Bullying Prohibition Policy 514 for further information.

CYBER BULLYING - Cyber Bullying means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data – including a post on a social network, website, or forum – that is transmitted through a computer, cell phone, or other electronic device. See "Bullying" violation or for bullying definition the Bullying Prohibition Policy 514 for further information

EXTORTION - A student shall not obtain property from another by verbal intimidation.

FORGERY/PLAGIARISM - Academic dishonesty including, but not limited to, copying the work of others on school assignments or tests and using the ideas or writings of another person without giving due credit to the creator of the work. This includes work accessed digitally.

GAMBLING - A student shall not gamble in any form on school grounds or at any school related activity.

Gang Display

HARASSMENT - Physical or verbal conduct that: Has the purpose or effect of creating an intimidating, hostile, or offensive work, business, or academic environment. Or, has the purpose or effect of substantially interfering with an individual's work, business, or academic performance. Harassment may be sexual, related to "protected groups" (Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any and All Other Protected Groups as identified by state and/or federal statute) or general. Refer to Policy 413 and Regulation 413R Prohibiting Harassment and Violence for further information.

HAZING - "Hazing"means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. "Student organization"means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition. Refer to Policy 526 Hazing Prohibition.

INTIMIDATION/THREAT - A student shall not use words or gestures to intimidate or incite fear in another person. Note: Differentiate from harassment with consideration of any sexual comments or behavior and/or inclusion or perceived inclusion in any "protected group". Note: As with all investigations regarding student behavior, include contextual factors and cultural considerations in the investigation, determination and resolution of any potential threat or act of intimidation.

LEAVING SCHOOL BUILDING/GROUNDS WITHOUT PERMISSION - Leaving school building/grounds during school hours without staff permission

MINOR PROPERTY DAMAGE/VANDALISM - Intentional damage to property belonging to or used by the school district. This also includes intentional damage to hardware, software or other equipment belonging to or used by the school district; or Intentional damage to the property of staff members or others.

PHOTOGRAPHIC OR RECORDING DEVICE MISUSE - Use of any photographic or recording device, film camera, digital camera, cell phone camera and video camera that impinges upon the rights of others is prohibited. Use of device that incites or encourages violence is prohibited. This prohibition includes the distribution of a picture(s)/recording that impinges upon the personal privacy of another. Also included is the creation, possession, or dissemination of sexually explicit images, videos, text messages or emails, usually by digital medium. Receipt of inappropriate data should be reported to Administration immediately. Use of any device in a school locker room, school bathroom or elsewhere in a way that violates the personal privacy of the individual may result in the immediate initiation of the expulsion process dependent upon severity of violation. Upon investigation by administration evidence may be reported to law enforcement and/or St. Louis County Initial Intervention Unit (IIU).

PHYSICAL AGGRESSION - An intentional act by a student resulting in bodily harm

COMPUTER - Data tampering, unauthorized use of data, violations of Policy 3187-Use Policy for Internet Access and Regulation 3187R - Internet Use Regulations (e.g. software modification or copyright violation, any attempt to install or use software that has not been approved by the district, violation of district network security, hardware damage/vandalism, etc.) is prohibited.

RECORD AND IDENTIFICATION FALSIFICATION - A student shall not falsify signatures or data, refuse to give proper identification, give false identification when requested to do so by a staff member, or give a false name or date of birth to police.

THEFT - A student shall not intentionally take, use, transfer, conceal, or retain possession of personal property of another without the other's consent and with intent to deprive the owner permanently of possession of the personal property.

THREATS/INTIMIDATION - Any expression of intention to cause harm or violence to another person or another's property that is delivered by someone in immediate physical proximity to the person being threatened. The potential for immediate harm or violence must exist.

TOBACCO - Smoking and the use of tobacco products or tobacco related devices including electronic cigarettes shall be prohibited on school district facilities. School district facilities include school buildings, school grounds, school owned and leased vehicles, and sites leased by the school district. No one will use tobacco products or tobacco related devices while in or on school district facilities. In addition, it is prohibited to have tobacco products or tobacco related devices in public sight while in or on school district facilities. Exception - (MN Statute 144.4169) It shall not be a violation of this policy for an American Indian adult to light tobacco in a public school as part of a traditional Indian spiritual or cultural ceremony, or to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support. It shall not be a violation of this policy for an American Indian student to carry loose tobacco in a tobacco pouch intended for spiritual or cultural ceremonial support with the permission of the student's parent or guardian and with written or verbal notice to the site administrator or principal.

VERBAL ABUSE - A student shall not engage in name calling, insults, or otherwise obscene or harmful language/comments directed at someone or a group of people. Note: Need to differentiate from threats, bullying, harassment, and disruption/insubordination.

LEVEL 4

Behavior that is considered illegal or disrupts the educational environment, student learning, or staff working with risk of/severe harm to self or others

- Staff observe behavior, gain assistance, de-escalate the situation, ensure separation and safety, contact support staff and/or authorities, write office referral and use support intervention and/or restorative practice intervention as needed.
- Out of School Suspension is used for the purpose of safety and intervention planning.
- Consider expulsion.

Behavior and Description

ALCOHOL - A student shall not possess, use, transmit, or be under the influence of alcoholic beverages of any kind: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. In a school zone as defined by Minnesota Statutes.

ARSON - 1. "Arson" is the intent or intentional destruction of or damage to any school building, school or personal property, injury to persons by means of fire or explosives. This includes all behaviors within the 'school zone' on school-sponsored/supervised activities. 2. Failure to exercise ordinary caution resulting in fire within any area identified in #1 above, damage to school or personal property, or injury to person(s). 3. False alarm or tampering with any part of a fire suppression system (including, but not limited to sprinklers, fire alarms, smoke detectors, fire extinguishers, or any other part of the fire suppression system). Giving a false alarm (police, fire, ambulance, 911) or tampering or interfering with any fire alarm system. 4. Matches, lighters, and other fire starting materials are not allowed on school premises.

ASSAULT - "Assault" is acting to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another
ASSAULT SEXUAL - "Sexual Assault" means "sexual contact" or "sexual penetration" without "consent," as those terms are defined in Minnesota Statutes Section 609.341.
BOMB - A student shall not possess or commit crimes of violence using explosive devices including, but not limited to, bombs, grenades, rockets and mines. This also means devices that produce a chemical reaction that result in destruction
BOMB THREAT - A student shall not threaten directly or indirectly, to commit any crime of violence with purpose to cause an emergency response of a school building or grounds or a school-related activity.
FIGHTING - "Fighting" is mutual combat in which both parties have contributed to the situation by verbal and/or physical action
GANG ACTIVITY - Gang activity is strictly prohibited. A "gang" is herein identified as any group that participates in disruptive, intimidating, illegal, and/or violent activities as defined in this policy. This includes gang symbols, gestures, and attire.
HOMICIDE - A student shall not commit homicide, which means the killing of one human being by the act, procurement, or omission of another.
ILLEGAL DRUG, PRESCRIPTION DRUG, THC, CBD, MARIJUANA - A student shall not possess, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, intoxicants of any kind, look-alike drugs, or substances that may have the appearance of an illegal substance, such as catnip, oregano, flour, saccharin, or other items or paraphernalia: • On school grounds immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. • In a school zone as defined by Minnesota Statutes.
CONTROLLED SUBSTANCE (Prescription) - A student shall not possess, use, transmit or be under the influence of a controlled substance that is not prescribed to the student by a licensed health care professional: • In a school zone as defined by Minnesota Statutes immediately before, during, or after school hours. • On school grounds at any time when the school is being used by any school group. • Off school grounds at a school activity, function, or event. • On any district-provided transportation. Refer to Regulation 6180R – Procedures of Administration of Medication During the School Day
PYROTECHNICS - A student shall not possess or detonate fireworks
ROBBERY - A student shall not obtain property from another by use of force or threat of force.
TERRORISTIC THREATS - A student shall not threaten to commit any crime of violence with the purpose to terrorize another person(s).
TRESPASSING - A student shall not be physically present in a school building without permission, after being requested to leave by a school official, or after suspension or expulsion.
VANDALISM/PROPERTY RELATED - 1. A student shall not willfully cut, deface, or otherwise damage in any way any property, real or personal. This includes school buses. 2. A fee will be charged for lost or destroyed textbooks, workbooks, library books or other school property.
WEAPON - "Dangerous weapon" means any firearm, whether loaded or unloaded, knives, stun guns, martial arts instruments, mace, any device designed as a weapon, or any other device or instrument which in the manner it is used or intended to be used is likely to produce death or great bodily harm. This includes any lookalike object that may have the appearance of a weapon or dangerous instrument. A student shall not knowingly possess, store, handle, transmit, use, or encourage or aid any other student to possess, store, handle, or transmit these weapons in: • Any school building. • On any school premises. • On any school-provided transportation. • Off the school grounds at any school-related activity, event, or function. • In a school zone as defined by Minnesota Statutes.

Definitions of interventions and Disciplinary Actions

ANTECEDENT BASED & ENVIRONMENTAL INTERVENTIONS - Ways to change the environment that promote an increase of pro-social behaviors and simultaneously reduce the possibility of challenging behaviors to occur.

DETENTION - A student may be asked to come before school, stay in during lunch/recess, or remain after school by a teacher or principal for the purpose of correcting a violation. Any student who is instructed to report before or after school but is unable must obtain permission from the teacher or principal. Reasonable attempts will be made to contact parent(s) or guardian(s) prior to implementation.

EXPULSION OR EXCLUSION - "Expulsion" means a School Board action to prohibit an enrolled student from further attendance for up to twelve months from the date the student is expelled. "Exclusion" means an action taken by the School Board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. Expulsion and exclusion proceedings shall be in accordance with M.S. 121A.41, The Pupil Fair Dismissal Act. A School Board may expel for a period of at least one year a student who is determined to have brought a firearm to school. For the purposes of this section, a firearm is as defined in United States Code, Title 18, Section 921. In accordance with M.S. 121A.41, The Pupil Fair Dismissal Act, a student and his/her parent(s) or guardian(s) shall be served personally or by mail with notice of the expulsion hearing. The hearing will be held within ten days of service of the written note, unless continued pursuant to the statute. The recommendation of the hearing officer shall be made to the School Board within two days of the end of the hearing. The decision of the School Board shall be rendered at a special meeting within five days after receipt of the recommendation of the hearing officer. The student shall receive due process as set forth in M.S. 121A.41, The Pupil Fair Dismissal Act.

IN-SCHOOL SUSPENSION - An action by school administration where a child is temporarily removed from his or her regular classroom(s) but remains under the direct supervision of school personnel.

ALTERNATIVE TO SUSPENSION - An intensive space to support students in lieu of suspension. Programming is focused heavily on restorative interventions and

social emotional learning support to provide students with skill building opportunities, de-escalation, problem-solving and harm repair. This programming could look differently based on the services needed at a school building from a very intensive space/program to a less intensive space.

OUT-OF-SCHOOL SUSPENSION - An action by school administration prohibiting a student from attending school for a period of no more than 10 days. Each suspension action may include a re-entry meeting and readmission plan.

PARENT(S) OR GUARDIAN(S) CONFERENCE - A parent(s) or guardian(s) conference is required if a student has committed a serious rule violation or has been suspended out of school. If a parent or guardian is unable to be present, the principal shall contact the parent(s) or guardian(s).

REFERRAL TO SCHOOL BEHAVIOR TEAM OR CHILD STUDY TEAM - Schools use a multi-tiered system of support. Students can be referred to a small school team for academic or social-emotional-behavioral interventions. The process varies a bit at each school but includes a brief meeting, determining an intervention, trying it for approximately 30 school days, and reviewing outcomes.

REFERRAL TO COMMUNITY SERVICE(S) - School staff may work with parents or guardians to support the consideration of accessing community services. The process of helping a family connect to a community service, sharing information (with permission), or making introductions to a community service are all part of a "referral".

REFERRAL TO JUVENILE AUTHORITIES - If a student's behavior may be a violation of law, the principal or designated representative may contact juvenile authorities or police. If the officer indicates that he/she is arresting the student, with or without a warrant, he/she shall have complete jurisdiction and responsibility in the matter and the principal shall not interfere with the student's removal from the building. The student will, in all cases, be accorded the rights of due process.

RESTORATIVE PRACTICES - Restorative practices are an approach used with students that promotes inclusivity of all through relationship-building and problem-solving. Methods such as circles, restorative chats, mediations and conferencing may be used to resolve issues or conflicts as they arise and to bring those harmed, those who harmed, and their supports together to address any wrongdoings. Through this process, students are encouraged to reflect on and take responsibility for their actions and come up with plans to repair harm. Unlike punishment, when using restorative practices we attempt to resolve issues "with" students rather than doing something "to" them or "for" them.

RISK SCREENING & REFERRAL FOR ASSESSMENT - Students deemed to be a threat to themselves and/or others may be asked to undergo a risk screening and/or formal risk assessment by a district approved mental health professional before being readmitted to school.

REFERRAL TO BUILDING AND DISTRICT RESOURCES - Referral to building and district resources is to be made by school personnel, parent(s) or guardian(s), or community agencies. The parent(s) or guardian(s) shall be consulted if any special services are to be made available to a student. Reasonable attempts will be made to contact parent(s) or guardian(s) regarding referrals to building and district resources.

REMOVAL FROM CLASS - All students have the right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class. This removal is limited to a reasonable time-frame to be reinstated upon an agreed solution with the instructor and principal as necessary. Students shall be allowed the privilege of making up daily work, including tests and final exams, upon their return to class. Removal from class or dismissal for the day of students with disabilities is also governed by the Individuals with Disabilities Education Act, M.S. 125A.03, and Minnesota Rules. See the section of this policy entitled "Students with Disabilities."

TEACH / RETEACH / REINFORCE DESIRED SKILL OR BEHAVIOR - To identify and provide instruction of new skills or behaviors to replace challenging or harmful behaviors. New behaviors are most effective when considered "functional" and meet the same needs as the challenging or harmful behavior. Reinforcement of a desired skill or behavior is anything that comes after the behavior that makes it more likely to be used again. Reinforcement may be a tangible item or activity, verbal or non-verbal recognition, the experience of learning something new, or simply meeting the initial need.

TIER 2 FUNCTIONAL BEHAVIOR ANALYSIS AND BEHAVIOR SUPPORT PLAN - An attempt to determine the function or purpose of a behavior through interviews, review of available information and data, and maybe observation. The idea is to then create a plan to support desired behaviors that meet the same needs in a more pro-social manner.

ADDITIONAL INFORMATION:

INFORMATION AND REVIEW PROCESS – Students, parent(s) or guardian(s) who wish to discuss concerns or review disciplinary actions, except for expulsion or suspension, may request a conference with school personnel. It is recommended that conferences occur between personnel closest to the concern and be solution-based toward district aims and vision.

SCHOOL ZONE - Students are subject to all school disciplinary actions or violations while in a school zone. A school zone is defined as an area that begins at the boundaries of the school property and extends three hundred feet from that point, or one city block, whichever is greater. This zone includes school bus stops and the area within a school bus being used to transport one or more elementary or secondary school students. This zone also includes district contract parking.

STUDENT CONFERENCE - Depending on the violation and the seriousness of the action, a student may meet with the principal and/or a teacher to discuss the incident. During this conference, students may be asked to formulate a plan which addresses their behavior and a commitment to solutions for improvement

PART IV — HEALTH AND SAFETY

Accidents

All student injuries that occur at school, at school-sponsored activities, or on school transportation should be reported to the building nursing staff.. Parents/

guardians of an injured student will be notified as soon as possible. If the student requires immediate medical attention, the principal or other district leader will call 911 or seek emergency medical treatment and then contact the parent(s).

Asbestos Management Plan

The school district has developed an asbestos management plan. Contact the District Safety Health and Environmental Coordinator.

Crisis Management

The school district has developed a "Crisis Management" policy. Each school building has its own building-specific crisis management plan called the Emergency Response & Crisis Management manual. Students and parents will be provided with information as to district- and school-specific plans.
The "Crisis Management" policy addresses a range of potential crisis situations in the school district. The school district has developed general crisis procedures for securing buildings, classroom evacuation, campus evacuation, sheltering, and communication procedures. The school district will conduct lock-down drills, fire drills, and a tornado drill. Building plans include classroom and building evacuation procedures.

Emergency Contact Information

When there is an emergency within a school building or the district, parents/guardians will be notified through the district's emergency notification mass communication system. Parents/guardians will receive a text message, phone call and email regardless of opt-out communication requests.

Health Information

First Aid

The nurse's office in each building is equipped to handle minor injuries requiring first aid. If the nurse's office is not open, assistance can be sought from the building's administrative office. If a student experiences a more serious medical emergency at school, 911 may be called and/or a parent/guardian will be contacted depending on the situation.

The district has installed automated external defibrillators (AEDs) in each building. Locations of AEDs are indicated on the building map located in each entry vestibule. Tampering with any AED is prohibited and may result in discipline.

Communicable Diseases

To protect other students from contagious illnesses, students infected with certain diseases are not allowed to come to school while contagious. If a parent or guardian suspects that his/her child has a communicable or contagious disease, the parent or guardian should contact the school nurse or principal so that other students who might have been exposed to the disease can be alerted.

Please call your school health office to report the following health conditions: COVID-19, Chickenpox, Strep Throat, Influenza, Head Lice, Mumps, Measles, Meningitis, Pertussis (Whooping Cough).

Students with certain communicable diseases will not be excluded from attending school in their usual daily attendance settings as long as their health permits and their attendance does not create a significant risk of transmitting the illness to other students or school district employees. The school district will determine on a case-by-case basis whether a contagious student's attendance creates a significant risk of transmitting the illness to others.

Health Service

Research has shown that students with an optimal level of wellness are more receptive to the learning process. Therefore, Duluth Public Schools health service staff strive to promote the health of students and promote a healthy school environment. The primary goal of health services is to eliminate/minimize health related barriers to learning. To accomplish this, health service staff, as part of the school team, works to:

- Promote student and staff wellness.
- Provide skilled nursing.
- Protect students' well being.
- Enhance healthy behaviors.
- Encourage self-care.
- Assess and communicate student health concerns through referral to parents/guardians.

The Licensed School Nurse provides leadership of the daily health office operations, promotes health equity by connecting students and families to community health resources, and maintains continuity of care between home, medical provider, and school through medical and educational planning. The Licensed School Nurse also provides health assessment and planning throughout the Special Education process.

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Health Assistants provide students with daily health services through medication administration, first aid for illness and injury, and skilled nursing procedures

under the delegation of the Licensed School Nurse.

WHEN TO KEEP YOUR CHILD HOME

Many students and parents are frequently concerned about when students should stay home or attend school. The following information is intended to help with this decision. General practice:

- If a student has had a fever of 100 degrees or more, the student must stay home for 24 hours after the temperature returns to normal without fever reducing medication.
- If a student has vomited or had diarrhea, the student must stay home until 24 hours after the last episode.
- If a student has had any rash that may be disease-related or the cause is unknown, check with your family physician before sending the student to school.
- If a student is ill, please call the school daily to report the illness.

When a student is sick, parents often wonder whether or not to keep a child at home from school. If a child stays home and has the care they need when first sick, they will often get better faster. Staying home and resting will help the body fight the sickness. A parent/guardian should notify the school if his/her child is unable to attend school because of illness. Please contact the school attendance line.

WHEN A CHILD IS SICK AT SCHOOL

If your child becomes ill at school and needs to go home, the Health Services Staff will contact a parent/guardian. Children must call from the health office and not from their cell phones.

If staff are unable to reach parents and determine that the student must go home, emergency contacts will then be called. It's important for parents to keep emergency contacts updated and ensure that they are available during the day. Your child will not be allowed to leave school without contacting an adult.

In the event of an emergency, 911 may be called.

HEAD LICE

Anyone can get head lice. Head lice are most often transmitted through head to head contact. School transmission is rare. Some common symptoms of head lice include: itching and scratching of the scalp and neck, feeling that something is 'crawling' in the hair, sores from constant scratching, and seeing lice on the scalp or nits attached to the hair shaft. If your child has any of these symptoms, please check your child's head for lice. Also, all household members and other close contacts of the person with lice should be checked.

Should your child be found to have live lice in their hair during the school day, a parent/guardian will be contacted by a health office staff member. The students may remain in school but prompt treatment is recommended.

VISION AND HEARING SCREENINGS

Students may receive hearing and/or vision screening upon request from a teacher if the teacher suspects that there may be a hearing or vision concern that is affecting the student's ability to learn. If you do not wish for your child to receive vision and/or hearing screening, please inform your school health office. The screenings are not intended to replace professional examinations.

Immunizations

All students must provide proof of immunization or submit appropriate documentation exempting them from such immunizations in order to enroll or remain enrolled. Students may be exempted from the immunization requirement when the immunization of the student is contraindicated for medical reasons; laboratory confirmation of adequate immunity exists; or due to the conscientiously held beliefs of the parents/guardians or student. The school district will maintain a file containing the immunization records for each student in attendance at the school district for at least five years after the student reaches the age of 18. For a copy of the immunization schedule or to obtain an exemption form or information, contact the school health office. Immunization records must be provied by Oct. 13. Student may be excluded if required immunizaions have not been administered by Oct. 23. Policy 530 can be found on the district website at isd709.org/about-us/policies.

Medications at School During the School Day

The school district acknowledges that some students may require prescribed drugs or medication during the school day. The administration of prescription medication or drugs at school requires a completed signed request from the student's parent. An "Authorization to Administer Medication" form must be completed once a year and/or when a change in the prescription or requirements for administration occurs. Prescription medications must be brought to school in the original container labeled for the student by a pharmacist, and must be administered in a manner consistent with the instructions on the label. Prescription medications are not to be carried by the student, but will be left with the appropriate school personnel. Exceptions that may be allowed include: prescription asthma medications administered with an inhaler pursuant to school district policy and procedures, medications administered as noted in a written agreement

between the school district and parent or as specified in an Individualized Education Program (IEP), a plan developed under Section 504 of the Rehabilitation Act (§504 Plan), or an individual health plan (IHP). Marijuana is not allowed on school property even if prescribed. The school district is to be notified of any change in administration of a student's prescription medication.

Pesticide Application Notice

The school district may plan to apply pesticide(s) on school property. To the extent the school district applies certain pesticides, the school district will provide a notice by September 15 as to the school district's plan to use these pesticides. A parent may request to be notified prior to the application of certain pesticides on days different from those specified in the notice. Additional information regarding what pesticides are used, an estimated schedule of pesticide applications (which will be available for review or copying at the school offices), and the long-term health effects of the class of pesticide on children can be requested by contacting the District Facilities Manager.

Safety

The safety of students on campus and at school-related activities is a high priority of the district. While district-wide safety procedures are in place, student and parent cooperation is essential to ensuring school safety. More information about our safety protocols visit isd709.org/about-us/safe-and-welcoming.
Duluth Public Schools has adopted and implemented ALICE district-wide and is an official ALICE district. More information about ALICE and how we prepare students visit isd709.org/about-us/safe-and-welcoming.

Visitors in District Buildings

Parents/guardians and community members are welcome to visit the schools. To ensure the safety of those in the school and to avoid disruption to the learning environment, all visitors must report directly to the office upon entering the building, with the exception of events open to the public. All visitors will be required to sign in at the office and to wear a "visitors badge" while in the building during the school day. Visitors must have the approval of the principal before visiting a classroom during instructional time. An individual or group may be denied permission to visit a school or school property, or such permission may be revoked, if the visitor does not comply with school district procedures or if the visit is not in the best interests of the students, employee, or the school district.

Students are not allowed to bring visitors to school without prior permission from the principal.

APPENDIX A

School District Policy Cross Reference Table

All district policies can be found online at isd709.org/about-us/policies

Topic	Model Policy Number(s)
Accidents	806
Alternative Educational Opportunities	5075
Attendance	503, 503R
Bullying Prohibited	514
Cell Phone	5090
Class Assignments	515
Complaints	103
Course Credits Required	604
Crisis Management	806
Discipline	506
Drug-Free School and Workplace	418, 4036R
Emergency Contact Information	515
Employee Directory	4171
Employment Background Checks	404
Equal Access to School Facilities	801
Extended School Year	508
Field Trips	6160, 6160R
Fundraising	511, 511R
Gifts to Employees	1095
Graduation Requirements	5070
Harassment and Violence Prohibited	413
Hazing Prohibited	526
Health Information	4055, 4065, 5130, 516, 516.5, 518, 530, 806
Homework	6165
Internet Acceptable Use	524
Interviews of Students by Outside Agencies	1155
Nondiscrimination	102, 401, 521, 522, 5110
Notification of Violent Students	5022
Parking on School District Property	5095
Pledge of Allegiance	531
Post-Secondary Enrollment Options	620
Schedule	602
School Activities	510
School Closing Procedures	806
School Calendar	602
Searches	506, 5095
Student Dress and Appearance	504, 504R
School Meals Policy	534
School Promotion and Retention	513
Student Publications and Materials	505, 5080
Student Records	515
Student Surveys	520
Summer School	6195
Tobacco-Free Schools	419
Transportation of Public School Students	707, 3160, 710
Vandalism	4040R
Video and Audio Recording	711, 712
Visitors in School District Buildings	1080, 3126, 3125R
Weapons Prohibited	501

APPENDIX B

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

B. To protect First Amendment rights, while at the same time preserving the integrity of the educational objectives and responsibilities of the school district, the school board adopts the following regulations and procedures regarding distribution of nonschool-sponsored material on school property and at school activities.

III. DEFINITIONS

A. "Distribute" or "Distribution" means circulation or dissemination of material by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, or posting or displaying material, or placing material in internal staff or student mailboxes.

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

C. "Obscene to minors" means:

1. The average person, applying contemporary community standards, would find that the material, taken as a whole, appeals to the prurient interest of minors of the age to whom distribution is requested;

2. The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and

3. The material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.

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

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

1. Where the normal school activity is an educational program of the district for which student attendance is compulsory, "material and substantial disruption"

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

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

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

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

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

IV. GUIDELINES

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

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

1. is obscene to minors;

2. is libelous or slanderous;

3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended.

4. advertises or promotes any product or service not permitted to minors by law;

5. advocates violence or other illegal conduct;

6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious or ethnic origin);

7. presents a clear and present likelihood that, either because of its content of the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

C. Distribution by students and employees of nonschool-sponsored materials on school district property are subject to reasonable time, place, and manner restrictions set forth below. In making decisions regarding the time, place, and manner of distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;

2. the extent to which distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;

3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;

4. the quantity or size of materials to be distributed;

5. whether distribution would require assignment of school district staff, use of school district equipment, or other resources;

6. whether distribution would require that nonschool persons be present on the school grounds;

7. whether the materials are a solicitation for goods or services not requested by the recipients.

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

V. TIME, PLACE, AND MANNER OF DISTRIBUTION

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

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

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

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

E. The time, place, and manner of distribution will be solely within the discretion of the administration, consistent with the provisions of this policy.

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

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

VI. PROCEDURES

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

1. Name and phone number of the person submitting the request and, if a student, the room number of his or her first-period class.

2. Date(s) and time(s) of day intended display or distribution.

3. Location where material will be displayed or distributed;

4. If intended for students, the grade(s) of students to whom the display or distribution is intended.

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

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

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

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

VII. DISCIPLINARY ACTION

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

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

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

VIII. NOTICE OF POLICY TO STUDENTS AND EMPLOYEES

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

IX. IMPLEMENTATION

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

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

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

Adopted: 02-15-2000
Reviewed: 08-15-2023

APPENDIX C

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. Authorized Representative

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

B. Biometric Record

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

C. Dates of Attendance

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

D. Directory Information

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

or institution attended. It also includes the name, address, and telephone number of the student's parent(s). Directory information does not include:

1. a student's social security number;

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

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

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

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

E. Education Records

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

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

   a. Records of instructional personnel that are:

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

      (2) used only as a personal memory aid;

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

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

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

      (1) maintained separately from education records;

      (2) maintained solely for law enforcement purposes; and

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

jurisdiction.

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

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

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

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

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

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

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

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

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

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

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

F. Education Support Services Data

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

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

G. Eligible Student

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

H. Juvenile Justice System

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

I. Legitimate Educational Interest

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

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

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

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

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

J. Parent

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

K. Personally Identifiable

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

L. Record

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

microfiche.

M. Responsible Authority

"Responsible authority" means Executive Director of Business Services and Finance Simone Zunich.

N. Student

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

O. School Official

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

P. Summary Data

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

Q. Other Terms and Phrases

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

IV. GENERAL CLASSIFICATION

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

V. STATEMENT OF RIGHTS

A. Rights of Parents and Eligible Students

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

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

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

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

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

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

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

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

B. Eligible Students

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

C. Students with a Disability

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

VI. DISCLOSURE OF EDUCATION RECORDS

A. Consent Required for Disclosure

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

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

a. a specification of the records to be disclosed;

b. the purpose or purposes of the disclosure;

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

d. the consequences of giving informed consent; and

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

3. When a disclosure is made under this subdivision:

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

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

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

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

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

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

a. in plain language;

b. dated;

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

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

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

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

g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under

Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a school district that are subject to third party reimbursement.

6. Eligible Student Consent

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

B. Prior Consent for Disclosure Not Required

The school district may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

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

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

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

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

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

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

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

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

   a. determine eligibility for the aid;

   b. determine the amount of the aid;

   c. determine conditions for the aid; or

   d. enforce the terms and conditions of the aid.

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

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

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

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

7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the school district enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable

information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the school district to whom information is disclosed violates this provision, the school district may not allow that third party access to personally identifiable information from education records for at least five (5) years;

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

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

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

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

the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the school district and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;

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

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

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

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

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

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

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

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

    b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must

inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

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

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by a superintendent under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other school district employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

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

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any

teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the superintendent of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or

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

C. Nonpublic School Students

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

1. Pursuant to a valid court order;

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

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

VII. RELEASE OF DIRECTORY INFORMATION

A. Classification

Directory information is public except as provided herein.

B. Former Students

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

C. Present Students and Parents

The school district may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the school district shall:

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

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

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

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

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

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

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

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

4. The school district shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

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

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

2. Home address;

3. School presently attended by student;

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

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

E. Duration

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

VIII. DISCLOSURE OF PRIVATE RECORDS

A. Private Records

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

B. Private Records Not Accessible to Parent

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

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be

signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:

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

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

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

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

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

C. Private Records Not Accessible to Student

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

D. Military-Connected Youth Identifier

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

IX. DISCLOSURE OF CONFIDENTIAL RECORDS

A. Confidential Records

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

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes Chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties,

such data shall be confidential and will not be made available to the parent or the subject individual by the school district. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes Chapter 260E.

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

C. Investigative Data

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

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

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

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

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

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

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

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

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

proceedings.

D. Chemical Abuse Records

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

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

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

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

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

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

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

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

3. copying fees shall not be imposed.

C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority Executive Director of Business Services and Finance in writing by Oct. 1st each year. The written request must include the following information:

1. Name of student and parent, as appropriate;

2. Home address;

3. Student's grade level;

4. School presently attended by student;

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

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

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

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

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

XII. LIMITS ON REDISCLOSURE

A. Redisclosure

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

B. Redisclosure Not Prohibited

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

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

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

2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the school district must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

C. Classification of Disclosed Data

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

D. Notification

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

XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING

A. Responsible Authority

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

B. Record Security

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

C. Plan for Securing Student Records

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

1. A description of records maintained;

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

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

4. Means of securing student records; and

5. Procedures for access and disclosure.

D. Review of Written Plan for Securing Student Records

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

E. Record Keeping

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

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

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

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

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

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

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

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

3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures

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

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

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

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

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

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

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

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

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

XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

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

B. Response to Request for Access

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

C. Right to Inspect and Review

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

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

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

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

D. Form of Request

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

E. Collection of Student Records

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

F. Records Containing Information on More Than One Student

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

G. Authority to Inspect or Review

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

H. Fees for Copies of Records

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

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

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

   c. any schedule of standard copying charges established by the school

district in its normal course of operations;

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

e. mailing costs.

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

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

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

XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA

A. Request to Amend Education Records

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

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

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

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

B. Right to a Hearing

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

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

and so inform the parent of the student or the eligible student in writing.

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

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

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

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

C. Conduct of Hearing

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

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

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

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

D. Appeal

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

XVI. PROBLEMS ACCESSING DATA

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

other data practices problems.

B. Data practices compliance official means Executive Director of Business Services and Finance Simone Zunich.

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

XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA

A. Where to File Complaints

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

B. Content of Complaint

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

XVIII. WAIVER

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

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

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

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

2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;

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

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

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

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

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

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

C. Notification to Parents or Eligible Students Who are Disabled

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

XX. DESTRUCTION AND RETENTION OF RECORDS

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

XXI. COPIES OF POLICY

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

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 13.393 (Attorneys)
Minn. Stat. Ch. 14 (Administrative Procedures Act)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
Minn. Stat. Ch. 256L (MinnesotaCare)
Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 363A.42 (Public Records; Accessibility)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
18 U.S.C. § 2331 (Definitions)
18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)

20 U.S.C. § 7908 (Armed Forces Recruiting Information)
20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
25 U.S.C. § 5304 (Definitions – Tribal Organization)
26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
Gonzaga University v. Doe, 536 U.S. 273 309 (2002)
Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

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

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APPENDIX D

520 STUDENT SURVEYS

I. PURPOSE

Occasionally, the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.

II. GENERAL STATEMENT OF POLICY

Student surveys may be conducted as determined necessary by the school district. Surveys, analyses, and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

III. STUDENT SURVEYS IN GENERAL

A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. No requirement that the student return the survey shall exist, and no record of the student's returning a survey will be maintained.

B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.

C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality, and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or has the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent/guardian for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.

D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.

E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.

IV. STUDENT SURVEYS CONDUCTED AS PART OF DEPARTMENT OF EDUCATION PROGRAM

A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or, in the case of an unemancipated minor, without the prior written consent of the parent/guardian, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent/guardian;
2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent/guardian; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections IV.A. and IV.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents/guardians:

a. The right of a parent/guardian to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent/guardian's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent/guardian" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section IV.B., above, including the right of a parent/guardian of a student to inspect, on request, any such survey.

c. The right of a parent/guardian of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent/guardian for such access within a reasonable period of time after the request is received.

"Instructional material" means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

(1) "Personal information" means individually identifiable information including a student or parent/guardian's first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

(2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

(a) college or other post-secondary education recruitment or military;

(b) book clubs, magazines, and programs providing access to low cost literary products;

(c) curriculum and instructional materials used by elementary and secondary schools;

(d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

(e) the sale by students of products or services to raise funds for school-related or education-related activities; and

(f) student recognition programs.

(3) The right of a parent/guardian to inspect, on request, any instrument used in the collection of information, as described in Section IV.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent/guardian for reasonable access to such an instrument within a reasonable period of time after the request is received.

2. The policies adopted under Section IV.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents/guardians of students enrolled in or served by the school district.

a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.

b. The notice will provide parents/guardians with an opportunity to opt out of participation in the following activities:

(1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.

(2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section IV.B., above.

(3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students. "Invasive physical examination" means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section IV.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental/guardian notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental/guardian notification.

V. NOTICE

A. The school district must give parents/guardians and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.

B. The school district must inform parents/guardians at the beginning of the school year if the district or school has identified specific or approximate dates for administering surveys and give parents/guardians reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents/guardians direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.

C. The school district must give parents/guardians the opportunity to review the survey and to opt their students out of participating in the survey.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
20 U.S.C. § 1232h (Protection of Pupil Rights)
34 C.F.R. § 99 (Family Educational Rights and Privacy Act Regulations)
Gonzaga University v. Doe, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)
C.N. v. Ridgewood Bd. of Educ., 430 F.3d. 159 (3rd Cir. 2005)
Fields v. Palmdale School Dist., 427 F.3d. 1197 (9th Cir. 2005)

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Adopted: 01-19-2021 ISD 709

APPENDIX E

506 STUDENT DISCIPLINE

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

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

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

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

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

III. DEFINITIONS

A. "Nonexclusionary disciplinary policies and practices" means policies and practices that are alternatives to dismissing a pupil from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative education services. Nonexclusionary disciplinary policies and practices include but are not limited to the policies and practices under sections 120B.12; 121A.575, clauses (1) and (2); 121A.031, subdivision 4, paragraph (a), clause (1); 121A.61, subdivision 3, paragraph (r); and 122A.627, clause (3).

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

IV. POLICY

A. The school board must establish uniform criteria for dismissal and adopt written policies and rules to effectuate the purposes of the Minnesota Pupil Fair Dismissal Act. The policies must include nonexclusionary disciplinary policies and practices consistent with Minnesota Statutes, section 121A.41, subdivision 12, and must emphasize preventing dismissals through early detection of problems. The policies must be designed to address students' inappropriate behavior from recurring.

B. The policies must recognize the continuing responsibility of the school for the education of the pupil during the dismissal period.

C. The school is responsible for ensuring that alternative educational services, if the pupil wishes to take advantage of them, must be adequate to allow the pupil to make progress toward meeting the graduation standards adopted under Minnesota Statutes, section 120B.02 and help prepare the pupil for readmission in accordance with section Minnesota Statutes, section 121A.46, subdivision 5.

D. For expulsion and exclusion dismissals and pupil withdrawal agreements as defined in Minnesota Statutes, section 121A.41, subdivision 13:

1. for a pupil who remains enrolled in the school district or is awaiting enrollment in a new district, the school district's continuing responsibility includes reviewing the pupil's schoolwork and grades on a quarterly basis to ensure the pupil is on track for readmission with the pupil's peers. The school district must communicate on a regular basis with the pupil's parent or guardian to ensure that the pupil is completing the work assigned through the alternative educational services as defined in Minnesota Statutes, section 121A.41, subdivision 11. These services are required until the pupil enrolls in another school or returns to the same school;

2. a pupil receiving school-based or school-linked mental health services in the school district under Minnesota Statutes, section 245.4889 continues to be eligible for those services until the pupil is enrolled in a new district; and

3. the school district must provide to the pupil's parent or guardian information on accessing mental health services, including any free or sliding fee providers in the community. The information must also be posted on the school district website.

V. AREAS OF RESPONSIBILITY

A. The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.

B. Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students, and parents responsible for conforming to this policy, and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents. Any guidelines or directives established to implement this policy shall be submitted to the school board for approval and shall be attached as an addendum to this policy.

C. Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school

board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of Behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

D. Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to restrain a student to prevent imminent bodily harm or death to the student or another.

E. Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student to prevent bodily harm or death to the student or another.

F. Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.

G. Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.

H. Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

I. Reasonable Force Reports

1. The school district must report data on its use of any reasonable force used on a student with a disability to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c), as outlined in section 125A.0942, subdivision 3, paragraph (b).

2. Beginning with the 2024-2025 school year, the school district must report annually by July 15, in a form and manner determined by the MDE Commissioner, data from the prior school year about any reasonable force used on a general education student to correct or restrain the student to prevent imminent bodily harm or death to the student or another that is consistent with the definition of physical holding under Minnesota Statutes, section 125A.0941, paragraph (c).

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

procedure, including physical holding or seclusion used by an unauthorized or untrained staff person.

VI. STUDENT RIGHTS

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

VII. STUDENT RESPONSIBILITIES

All students have the responsibility:

A. For their behavior and for knowing and obeying all school rules, regulations, policies, and procedures;

B. To attend school daily, except when excused, and to be on time to all classes and other school functions;

C. To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

D. To make necessary arrangements for making up work when absent from school;

E. To assist the school staff in maintaining a safe school for all students;

F. To be aware of all school rules, regulations, policies, and procedures, including those in this policy, and to conduct themselves in accord with them;

G. To assume that until a rule or policy is waived, altered, or repealed, it is in full force and effect;

H. To be aware of and comply with federal, state, and local laws;

I. To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;

J. To respect and maintain the school's property and the property of others;

K. To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;

L. To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;

M. To conduct themselves in an appropriate physical or verbal manner; and

N. To recognize and respect the rights of others.

VIII. CODE OF STUDENT CONDUCT

A. The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related

functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.

1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;

2. The use of profanity or obscene language, or the possession of obscene materials;

3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;

5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;

6. Violation of the school district's Student Attendance Policy;

7. Opposition to authority using physical force or violence;

8. Using, possessing, or distributing tobacco, tobacco-related devices, electronic cigarettes, or tobacco paraphernalia in violation of the school district's Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices Policy;

9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;

10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances (except as prescribed by a physician), or look-alike substances (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physician, and one student sharing prescription medication with another student);

11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;

12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;

13. Violation of the school district's Weapons Policy;

14. Violation of the school district's Violence Prevention Policy;

15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;

16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;

17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;

18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;

19. Violation of any local, state, or federal law as appropriate;

20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;

21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Use of a cell phone in violation of the school district's Internet Acceptable Use and Safety Policy;

23. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;

24. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;

25. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;

26. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;

27. Violation of the school district's Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches Policy;

28. Possession or distribution of slanderous, libelous, or pornographic materials;

29. Violation of the school district's Bullying Prohibition Policy;

30. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;

31. Criminal activity;

32. Falsification of any records, documents, notes, or signatures;

33. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other

electronic means;

34. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;

35. Impertinent or disrespectful words, symbols, acronyms, or language, whether oral or written, related to teachers or other school district personnel;

36. Violation of the school district's Harassment and Violence Policy;

37. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;

38. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;

39. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;

40. Verbal assaults or verbally abusive behavior including, but not limited to, use of words, symbols, acronyms, or language, whether oral or written, that are discriminatory, abusive, obscene, threatening, intimidating, degrading to other people, or threatening to school property;

41. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;

42. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin, or sexual orientation;

43. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;

44. Violation of the school district's one-to-one device rules and regulations;

45. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;

46. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.

IX. RECESS AND OTHER BREAKS

A. "Recess detention" means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student's choice.

B. The school district is encouraged to ensure student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

C. The school district must not use recess detention unless:

1. a student causes or is likely to cause serious physical harm to other students or staff;

2. the student's parent or guardian specifically consents to the use of recess detention; or

3. for students receiving special education services, the student's individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

D. The school district must not withhold recess from a student based on incomplete schoolwork.

E. The school district must require school staff to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

F. The school district must compile information on each recess detention at the end of each school year, including the student's age, grade, gender, race or ethnicity, and special education status. This information must be available to the public upon request. The school district is encouraged to use the data in professional development promoting the use of nonexclusionary discipline.

G. The school district must not withhold or excessively delay a student's participation in scheduled mealtimes. This section does not alter a district or school's existing responsibilities under Minnesota Statutes, section 124D.111 or other state or federal law.

X. DISCIPLINARY ACTION OPTIONS

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

A. Student conference with teacher, principal, counselor, or other school district personnel, and verbal warning;

B. Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.

C. Parent contact;

D. Parent conference;

E. Removal from class;

F. In-school suspension;

G. Suspension from extracurricular activities;

H. Detention or restriction of privileges;

I. Loss of school privileges;

J. In-school monitoring or revised class schedule;

K. Referral to in-school support services;

L. Referral to community resources or outside agency services;

M. Financial restitution;

N. Referral to police, other law enforcement agencies, or other appropriate authorities;

O. A request for a petition to be filed in district court for juvenile delinquency adjudication;

P. Out-of-school suspension under the Pupil Fair Dismissal Act;

Q. Preparation of an admission or readmission plan;

R. Saturday school;

S. Expulsion under the Pupil Fair Dismissal Act;

T. Exclusion under the Pupil Fair Dismissal Act; and/or

U. Other disciplinary action as deemed appropriate by the school district.

XI. REMOVAL OF STUDENTS FROM CLASS

A. The teacher of record shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

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

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;

2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;

3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or

4. Other conduct, which in the discretion of the teacher or administration, requires removal of the student from class.

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

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

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

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

1. All students have a right to learn and teachers the right to teach. Disruption to the learning process may result in the loss of privilege to remain in the class.
    A. Teacher will notify support staff of need for removal after preventative and responsive practices have been conducted.
    B. Support staff will engage in restorative and/or disciplinary actions following the code of conduct.

2. Behaviors under the major category in the student handbook are documented in the Student Information System.

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

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

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

1. Support staff will determine appropriate location away from the classroom setting.

2. The level of response will vary depending on the level of behavior as articulated in the Interventions and Disciplinary Actions section of the District Student Handbook

3. The support staff or administration will have responsibility of the student while receiving intervention unless responsibility has been turned over to the parent or guardian.

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

1. Procedures for re-entry to the classroom could contain but is not limited to

harm repair, conferencing, readmission plan as determined by support staff or administration with collaboration of the classroom teacher.

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

1. All behaviors categorized as major and unlawful as communicated through our Code of Conduct in the Student Handbook which result in disciplinary action require parent or guardian notification.

H. Students with a Disability; Special Provisions.

1. Administration and/or case managers will consider whether there is a need for further assessment;

2. An IEP team will consider whether there is a need for a review of the adequacy of the current Individualized Education Program (IEP) of a student with a disability who is removed from class or disciplined; and

3. Any determined appropriate services for referring students in need of additional or alternate special education services.

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

1. Pursuant to Minnesota Statutes section 121A.29 a teacher who knows or has reason to believe that a student is using, possessing, or transferring alcohol or a controlled substance while on the school premises or involved in school-related activities, shall immediately notify the school administration.

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

1. Teachers will follow the identified Positive Behavior Intervention and supports as identified by each site's PBIS team.

XII. DISMISSAL

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

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

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

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 12A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

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

following grounds:

1. Willful violation of any reasonable school board regulation, including those found in this policy;

2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or

3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

C. Disciplinary Dismissals Prohibited

1. A pupil enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

   a. a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

   b. kindergarten through Grade 3.

2. This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

3. Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under Nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

D. Suspension Procedures

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

2. School administration must allow a suspended pupil the opportunity to complete all school work assigned during the period of the pupil's suspension and to receive full credit for satisfactorily completing the assignments. The school principal or other person having administrative control of the school building or program is encouraged to designate a district or school employee as a liaison to work with the pupil's teachers to allow the suspended pupil to (1) receive timely course materials and other information, and (2) complete daily and weekly assignments and receive teachers' feedback.

3. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening

for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the student's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.

4. The definition of suspension under Minnesota Statutes, section 121A.41, subdivision 10, does not apply to a student's dismissal from school for one school day or less, except as provided under federal law for a student with a disability. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.

5. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6^{th}) consecutive day of suspension or the tenth (10^{th}) cumulative day of suspension has elapsed.

6. Alternative education services must be provided to a pupil who is suspended for more than five (5) consecutive school days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minnesota Statutes, section 123A.05 selected to allow the student to progress toward meeting graduation standards under Minnesota Statutes, section 120B.02, although in a different setting.

7. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the

evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.

8. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:

   a. strongly encourage a parent or guardian of the student to attend school with the student for one day;

   b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and

   c. petition the juvenile court that the student is in need of services under Minnesota Statutes chapter 260C.

9. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension.)

10. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.

11. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.

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

E. Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.

2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.

3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with the provisions of the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.

5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56; describe the nonexclusionary disciplinary practices accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district must advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE) and is posted on its website.

6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent, or guardian.

7. All hearings shall be held at a time and place reasonably convenient to the student, parent, or guardian and shall be closed, unless the student, parent, or guardian requests an open hearing.

8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.

9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.

10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.

11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.

12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.

13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the

right to present evidence and testimony, including expert psychological or educational testimony.

15. The student cannot be compelled to testify in the dismissal proceedings.

16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.

17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of the Minnesota Department of Education (Commissioner) of the basis and reason for the decision.

18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minnesota Statutes section 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.

19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.

20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.

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

XIII. ADMISSION OR READMISSION PLAN

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

XIV. NOTIFICATION OF POLICY VIOLATIONS

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

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

XV. STUDENT DISCIPLINE RECORDS

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

XVI. STUDENTS WITH DISABILITIES

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

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

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

XVII. OPEN ENROLLED STUDENTS

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minnesota Statutes section 124D.03) or Enrollment in Nonresident District (Minnesota Statutes section 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minnesota Statutes chapter 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a

nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

XVIII. DISCIPLINE COMPLAINT PROCEDURE

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

The Discipline Complaint Procedure must, at a minimum:

1. provide procedures for communicating this policy including the ability for a parent to appeal a decision under Minnesota Statutes, section 121A.49 that contains explicit instructions for filing the complaint;

2. provide an opportunity for involved parties to submit additional information related to the complaint;

3. provide a procedure to begin to investigate complaints within three school days of receipt, and identify personnel who will manage the investigation and any resulting record and are responsible for keeping and regulating access to any record;

4. provide procedures for issuing a written determination to the complainant that addresses each allegation and contains findings and conclusions;

5. if the investigation finds the requirements of Minnesota Statutes, sections 121A.40 to 121A.61, including any local policies that were not implemented appropriately, contain procedures that require a corrective action plan to correct a student's record and provide relevant staff with training, coaching, or other accountability practices to ensure appropriate compliance with policies in the future; and

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

XIX. DISTRIBUTION OF POLICY

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

XX. REVIEW OF POLICY

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

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota Students)

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

Cross References:
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 419 (Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5085
First Reading: 11.21.23
Second Reading: 12.19.23
Adpoted: 12.19.23

503 STUDENT ATTENDANCE

I. PURPOSE

A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.

B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

II. GENERAL STATEMENT OF POLICY

A. Responsibilities

1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

4. Administrator's Responsibility

a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly

to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.

b. The following reasons shall be sufficient to constitute excused absences:

(1) Absences where the guardian has notified school within 24 hours of absence.

(1) Illness.

(2) Serious illness in the student's immediate family.

(3) A death or funeral in the student's immediate family or of a close friend or relative.

(4) Medical, dental, orthodontic or mental health treatment/appointments.

(5) Court appearances occasioned by family or personal action.

(6) Religious instruction not to exceed three hours in any week.

(7) Physical emergency conditions such as fire, flood, storm,

etc.

(8) Official school field trip or other school-sponsored outing.

(9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

(10) Family emergencies.

(11) Active duty in any military branch of the United States.

(12) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

(1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.

(2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

(3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

(1) Truancy. An absence by a student which was not approved by the parent and/or the school district.

(2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.

(3) Work at home.

(4) Work at a business, except under a school-sponsored work release program.

(5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).

(6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

(1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.

(2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.

(3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.

2. Procedures for Reporting Tardiness

a. Students tardy at the start of school must report to the school office for an admission slip.

b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

a. Illness.

b. Serious illness in the student's immediate family.

c. A death or funeral in the student's immediate family or of a close friend or relative.

d. Medical, dental, orthodontic, or mental health treatment.

e. Court appearances occasioned by family or personal action.

f. Physical emergency conditions such as fire, flood, storm, etc.

g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.

2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.

4. If a student is suspended from any class, he or she may not participate in any activity or program that day.

5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

III. RELIGIOUS OBSERVANCE ACCOMMODATION

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

IV. DISSEMINATION OF POLICY

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

V. REQUIRED REPORTING

A. Continuing Truant

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or

2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

B. Reporting Responsibility

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;

2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;

4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;

5. That alternative educational programs and services may be available in the child's enrolling or resident district;

6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;

7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;

8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.

2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565 (1975)
Slocum v. Holton Bd. of Educ., 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Bd. of Educ. of New Milford, 475 A.2d 289 (Conn. 1984)
Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)
Gutierrez v. Sch. Dist. R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Bd. of Educ., 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

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

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APPENDIX G

514 BULLYING PROHIBITION POLICY

I. PURPOSE

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

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

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

II. GENERAL STATEMENT OF POLICY

A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.

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

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

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

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

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

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

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

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

4. The relationship between the parties involved; and

5. The context in which the alleged incidents occurred.

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

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

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

G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of the student who is the target of the prohibited conduct.

H. "Student" means a student enrolled in Duluth Public Schools.

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

J. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.

IV. REPORTING PROCEDURE

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

B. The District has made available to the reporting party or complainant the use of a report form. Contact the principal, or Duluth Public Schools Website at isd709.org/families/bullying-harassment to access bullying report forms.Oral reports shall be considered complaints as well.

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

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be

responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

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

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

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

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

V. SCHOOL DISTRICT ACTION

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

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law. When investigating a complaint, the building report taker may take into account the following factors:

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

- The context in which the alleged incidents occurred.

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

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

- For the student harmed: Protect, support, and intervene on behalf of the student who is the target of the prohibited conduct. Support may include: safety planning, student conference(s), referral to student support staff for one-to-one support or social skills training; check-in and/or check-out with a trusted adult in the school; and choice to participate in a restorative process - facilitated by a trained facilitator. When an incident includes documentation through an office discipline referral, information regarding the student harmed will be included on the referral.

- For the student who violated the prohibited conduct policy: Schools may use multi-tiered levels of response that are individualized, consistent, reasonable, fair, and age-appropriate and should match the severity of the student's behavior and their developmental age. The response must be a natural and logical match to the prohibited behavior; consequences must be paired with meaningful instruction and guidance; and must be carefully planned with well-defined outcomes. Responses may include but are not limited to:

  - Safety planning
  - Student conference(s)
  - Working with parents of involved students
  - Teaching/reteaching of desired skills or behavior
  - Reinforcing desired skills or behaviors
  - School disciplinary action (detention, suspension, etc.)
  - Connecting students/families to school, district, community resources
  - Consideration of a restorative process if all parties are prepared and willing

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

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

G. Any party who is not satisfied with the outcome of the investigation may appeal to the district's Office of the Assistant Superintendent within 10 school days of notification of the principal/designee's decision. The assistant superintendent or designee will conduct a review of the appeal and, within 10 school days of receipt of the appeal, will affirm, reverse or modify the findings of the report. The assistant superintendent or designee shall notify the party requesting the appeal and the principal that its decision is final and shall document that notification with the appeal.

H. When it is determined that a district employee was aware prohibited conduct was taking place but failed to report it, the employee will be considered to have violated this policy. The employee's supervisor shall consider employee discipline for such violations, making reference to any applicable collective bargaining agreement. Remedies for offending contractors should be imposed according to their Duluth Public Schools contracts.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. RECORDS

Information gained when investigating and remediating reports of bullying will be recorded and kept by the building principal or designee. Information regarding the

number of reports of bullying and the action taken to resolve the reports will be provided to the Duluth Public Schools climate coordinator by the building principal or designee annually.

Affected students and their parents may have rights under state and federal data practices laws to obtain access to data related to an incident and to contest the accuracy or completeness of the data.

VIII. TRAINING AND EDUCATION

A. The school district shall discuss this policy with district employees, volunteers, and contractors, and provide appropriate training and professional development to district employees regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed district employees must receive the training within the first year of their employment with the district or school. The district or a school administrator may accelerate the training cycle or provide additional training based on particular needs or circumstances. This policy shall be included in employee handbooks, training materials, and/or publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.

B. The school district shall require ongoing professional development, consistent with Minnesota Statutes Section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. The content of such professional development shall include, but not be limited to:

1. Developmentally appropriate strategies to prevent incidents of bullying and to intervene immediately and effectively to stop them in a manner that does not stigmatize the victim.

2. Information about the complex interaction and power differential that can take place between and among an actor, target and witness to the bullying.

3. Research findings on bullying, including information about specific categories of students who have been shown to be particularly at risk and any specific interventions that may be particularly effective for addressing bullying behavior related to bias.

4. Recognizing, responding to and reporting bullying.

5. Information about the incidence and nature of cyberbullying.

6. Information about Internet safety issues as they relate to cyberbullying.

7. Student-staff relationships and initial responses to students making a report.

8. A review of the district’s reporting requirements related to bullying and cyberbullying.

C. Student Education - Each school shall incorporate into the school curriculum developmentally appropriate programmatic instruction to help students identify, prevent and reduce bullying and create a safe learning environment, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.

D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.

E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;

2. Partner with parents and other community members to develop and implement prevention and intervention programs;

3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;

4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;

5. Teach students to advocate for themselves and others;

6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and

7. Foster student collaborations that, in turn, foster a safe and supportive school climate.

F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority,

diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.

G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the student handbook.

H. The school district will work with the Minnesota Department of Education Technical Assistance Center and provide resources for instruction and topics including but not limited to: evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct to engage all students in creating a safe and supportive school environment.

IX. NOTICE

A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.

C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.

D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.

E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.

F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes section 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definitions)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Model Policy)
Minn. Stat. § 121A.031 (School Student Bullying Policy)

Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. Ch. 124E (Charter Schools)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g et seq. (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Malicious and sadistic conduct involving race, gender, religion, sexual harassment, sexual orientation, and sexual exploitation is prohibited under Minnesota Statutes, chapter 121A.0312

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 423 (Employee-Student Relationships)
MSBA/MASA Model Policy 501 (School Weapons Policy)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507 (Corporal Punishment)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Hazing Prohibition)
MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

Replacing: Policy 5084
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Adopted: 08.22.2017 ISD709
First Reading: 05.16.2023
Second Reading: 06.20.2023
Adopted: 06.20.2023

APPENDIX H

413 PROHIBITING HARASSMENT AND VIOLENCE

GENERAL STATEMENT OF POLICY

Independent School District 709 (ISD 709) is committed to creating and maintaining a learning and working environment where all individuals are treated with respect and dignity. Every individual has the right to learn/work in an environment free of harassment and violence.

In this school district, harassment and violence, whether verbal, physical, or cyber, which creates a hostile climate, is unacceptable and will not be tolerated. Harassment and violence are unlawful, hurt all people, and have no legitimate educational purpose. Any employee or student who engages in such conduct shall be disciplined as provided by law, District policies, and applicable labor agreements.

Therefore, it is the policy of ISD 709 to maintain a work and learning environment that is free of harassment and violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined in this policy.

Harassment based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute are also forms of discrimination which violate either Section 703 of Title VII of the Civil Rights Act of 1965, as amended, 42 U.S.C. Section 2000e, et seq. and or the Minnesota Human Rights Act, Minnesota Statute Sections 363.01 – 363.20, and may represent a criminal law violation.

Violence based on: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute is a physical act of aggression, intimidation, and/or degradation directed toward a person or group of persons because of their membership or perceived membership in a protected group.

It shall be a violation of this policy for any student or school personnel of ISD 709 to harass a pupil or other school personnel through conduct or communication of a sexual nature or regarding: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as other forms of harassment as defined by this Policy and Regulation 4015R. (For purposes of this policy, school personnel include: School Board members, administrators, teachers, all other school employees, agents, volunteers, contractors, or other persons subject to the supervision and control of ISD 709.)

It shall be a violation of this policy for any student or school personnel of ISD 709 to inflict, threaten to inflict, or attempt to inflict violence relating to: Race, Color, Creed, Religion, National Origin, Sex, Marital Status, Disability, Status with Regard to Public Assistance, Sexual Orientation, Age, Gender Identity, Gender Expression, and Any or All Other Protected Groups as identified by state and/or federal statute as well as any other forms of violence as defined by this policy upon any pupil or school personnel.

ISD 709 will act with reasonable diligence to take action to investigate, respond, remediate and discipline all complaints, either formal or informal, oral or written, of improper actions or statements which may constitute harassment and violence as defined in this policy and Regulation 4015R. Furthermore, ISD 709 intends to provide support for students identified as the victims of these acts in compliance with Minn. Statute Sections 121A.0695.

A report will be given to the School Board at the regular meeting in July, a summary of the number of harassment complaints, types of complaints and the action taken to resolve the complaint. This will be done without releasing any case specifics, information or personnel data.

For more detailed information on this policy, including definitions for terms used in this policy and the reporting procedures for this policy, please see Regulation 4015R.

Cross References: Resolution 413R (Prohibiting Harassment and Violence)
Resolution 413.1R (Harassment Complaint Form)

Replacing: Policy 4015
First Reading: 05-19-2015
Adopted: 06-16-2015
04-19-2016 ISD 709 *(Renumbering only)*
First Reading: 07-19-16
Second Reading: 8-16-16

APPENDIX I

526 HAZING PROHIBITION

I. PURPOSE

The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY

A. No student, teacher, administrator, volunteer, contractor, or other employee of the school district shall plan, direct, encourage, aid, or engage in hazing.

B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate hazing.

C. Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.

D. Retaliation against a victim, good faith reporter, or a witness of hazing is prohibited.

E. False accusations or reports of hazing against a student, teacher, administrator, volunteer, contractor, or other employee are prohibited.

F. A person who engages in an act of hazing, reprisal, retaliation, or false reporting of hazing or permits, condones, or tolerates hazing shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, tolerate, or are a party to prohibited acts of hazing may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate hazing or engage in an act of reprisal or intentional false reporting of hazing may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of hazing may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

G. This policy applies to hazing that occurs during and after school hours, on or off school premises or property, at school functions or activities, or on school transportation.

H. A person who engages in an act that violates school policy or law in order to be initiated into or affiliated with a student organization shall be subject to discipline for that act.

I. The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other school-related purpose. The term hazing includes, but is not limited to:

1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking, or placing a harmful substance on the body.
2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics, or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product, or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame, or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

B. "Immediately" means as soon as possible but in no event longer than 24 hours.

C. "On school premises or school district property, or at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting hazing at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

D. "Remedial response" means a measure to stop and correct hazing, prevent hazing from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of hazing.

E. "Student" means a student enrolled in a public school or a charter school.

F. "Student organization" means a group, club, or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities, or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

A. Any person who believes he or she has been the target or victim of hazing or any person with knowledge or belief of conduct which may constitute hazing shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report hazing anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.

B. The school district encourages the reporting party to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.

The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of hazing at the building level. Any adult school district personnel who receives a report of hazing prohibited by this policy shall inform the building report taker immediately. Any person may report hazing directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.

C. A teacher, administrator, volunteer, contractor, and other school employees shall be particularly alert to possible situations, circumstances, or events which might include hazing. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct which may constitute hazing shall make reasonable efforts to address and resolve the hazing and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute hazing or who fail to make reasonable efforts to address and resolve the hazing in a timely manner may be subject to disciplinary action.

D. Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

E. Reports of hazing are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of hazing and the record of any resulting investigation.

F. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

V. SCHOOL DISTRICT ACTION

A. Within three (3) days of the receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.

B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the hazing, the complainant, the reporter, and students or others pending completion of an investigation of alleged hazing prohibited by this policy.

C. The alleged perpetrator of the hazing shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.

D. Upon completion of an investigation that determines hazing has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, restorative practices, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; and applicable school district policies and regulations.

E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets or victims of hazing and the parent(s) or guardian(s) of alleged perpetrators of hazing who have been involved in a reported and confirmed hazing incident of the remedial or disciplinary action taken, to the extent permitted by law.

F. In order to prevent or to respond to hazing committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in hazing.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged hazing, who provides information about hazing, who testifies, assists, or participates in an investigation of alleged hazing, or who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in each school's student handbook and in each school's building and staff handbooks.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of the Rights and Responsibilities of Students and Parents Under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 525 (Violence Prevention [Applicable to Students and Staff])

Replacing: Policy 5083
First Reading: 01-18-2022
Second Reading: 02-15-2022
Adopted: 02-15-2022

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related devices, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.

C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.

D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

A. "Electronic delivery device" means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption through inhalation of aerosol or vapor from the product. Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

B. "Heated tobacco product" means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.

C. "Tobacco" means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including, but not limited to,

cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

D. "Tobacco-related devices" means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of aerosol or vapor of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.

E. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

F. "Vaping" means using an activated electronic delivery device or heated tobacco product."

IV. EXCEPTIONS

A. A violation of this policy does not occur when an Indian adult lights tobacco on school district property as a part of a traditional Indian spiritual or cultural ceremony. An American Indian student may carry medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An Indian is a person who is a member of an Indian tribe as defined under Minnesota law.

B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.

V. VAPING PREVENTION INSTRUCTION

A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

VI. ENFORCEMENT

A. All individuals on school premises shall adhere to this policy.

B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.

C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.

D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.

E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.

F. School administrators may call the local law enforcement agency to assistwith enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.

G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. DISSEMINATION OF POLICY

A. This policy shall appear in the student handbook.

B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 506 (Student Discipline)
Duluth Public Schools 419R Smudging and Pipe Ceremonies Regulation

Replacing: Policy 1140
First Reading: 04.26.2022
Adopted: 05.17.2022
Reviewed: 09.19.23

APPENDIX K

534 SCHOOL MEALS POLICY

I. PURPOSE

The purpose of this policy is to ensure that students receive healthy and nutritious meals through the school district's nutrition program and that school district employees, families, and students have a shared understanding of expectations regarding meal charges. The policy of the school district is to provide meals to students in a respectful manner and to maintain the dignity of students by prohibiting lunch shaming or otherwise ostracizing the student. The policy seeks to allow students to receive the nutrition they need to stay focused during the school day and minimize identification of students with insufficient funds to pay for a la carte items or second meals as well as to maintain the financial integrity of the school nutrition program.

II. PAYMENT OF MEALS

A. Payment for second meals or ala carte items is expected at the time the meal is served. Parents have three options to put money in their child's lunch account:

1. Online payments
2. Check sent to the child's school or Administrative offices
3. Cash sent to the child's school or Administrative offices

If the school district participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage below the federal percentage determined for all meals to be reimbursed at the free rate via the Community Eligibility Provision must participate in the free school meals program.

B. A school that participates in the United States Department of Agriculture National School Lunch program and has an Identified Student Percentage at or above the federal percentage determined for all meals to be reimbursed at the free rate must participate in the federal Community Eligibility Provision in order to participate in the free school meals program.

Families may apply for free/reduced-price meal benefits anytime during the school year. Meal applications are distributed to all families in the district prior to the student's first day of classes. In addition, applications are available on the school district website or available to be mailed via USPS if requested.

C. Each school that participates in the free school meals program must:

(1) participate in the United States Department of Agriculture School Breakfast Program and the United States Department of Agriculture National School Lunch Program; and

(2) provide to all students at no cost up to two federally reimbursable meals per school day, with a maximum of one free breakfast and one free lunch.

D. Once a meal has been placed on a student's tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.

E. When a student has a negative account balance, the student will not be allowed to charge a second meal or ala carte items.

F. If a parent or guardian chooses to send in one payment that is to be divided between sibling accounts, the parent or guardian must specify how the funds are to be distributed to the students' accounts.

III. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.

B. Families will be notified of an outstanding negative balance once the negative balance reaches $10.00. Families will be notified by monthly billings sent home.

C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program.

IV. UNPAID MEAL CHARGES

A. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges. Where appropriate, families may be encouraged to apply for free or reduced-price meals for their children.

B. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.

C. Negative balances of more than $50.00, not paid prior to the end of August, before new school year starts, will be turned over to accounts payable in the business services department for collection. In accordance with other outstanding debts owed to the school district, after attempts to collect are unsuccessful, the debts are turned over to the credit agency for collection.

D. The school district may not enlist the assistance of non-school district employees, such as volunteers, to engage in debt collection efforts.

E. The school district will not impose any other restriction prohibited under Minnesota Statutes, section 123B.37 due to unpaid student meal balances. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

V. COMMUNICATION OF POLICY

A. This policy and any pertinent supporting information shall be provided in writing (i.e., mail, email, back-to-school packet, student handbook, etc.) to:

1. all households at or before the start of each school year;

2. students and families who transfer into the school district, at the time of enrollment; and

3. all school district personnel who are responsible for enforcing this policy.

B. The school district will post this policy on the school district's website, or the website of the organization where the meal is served, in addition to providing the required written notification described above.

Legal References: Minn. Stat. § 123B.37 (Prohibited Fees)
Minn. Stat. § 124D.111 (School Meals Policies; Lunch Aid; Food Service Accounting)
42 U.S.C. § 1751 *et seq.* (Healthy and Hunger-Free Kids Act)
7 C.F.R. § 210 *et seq.* (School Lunch Program Regulations)
7 C.F.R. § 220.8 (School Breakfast Program Regulations)
USDA Policy Memorandum SP 46-2016, Unpaid Meal Charges: Local Meal Charge Policies (2016)
USDA Policy Memorandum SP 47-2016, Unpaid Meal Charges: Clarification on Collection of Delinquent Meal Payments (2016)
USDA Policy Memorandum SP 23-2017, Unpaid Meal Charges: Guidance and Q&A

Cross References: None

New Policy: 534
First Reading: 07-18-2017
Adopted: 08-22-2017
First Reading: 11-15-2022
Second Reading: 12-20-2022
Adopted: 12-20-2022
Reviewed: 11-21-2023

APPENDIX L

504 STUDENT DRESS AND APPEARANCE

I. PURPOSE

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

II. GENERAL STATEMENT OF POLICY

A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).

B. Appropriate clothing includes, but is not limited to, the following:

1. Clothing appropriate for the weather.

2. Clothing that does not create a health or safety hazard.

3. Clothing appropriate for the activity (i.e., physical education or the classroom).

C. Inappropriate clothing includes, but is not limited to, the following:

1. Clothing bearing a message that is lewd, vulgar, or obscene.

2. Apparel promoting products or activities that are illegal for use by minors.

3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.

4. Any apparel or footwear that would damage school property.

D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

III. PROCEDURES

A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.

C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

Legal References: U. S. Const., amend. I
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969)
B.W.A. v. Farmington R-7 Sch. Dist., 554 F.3d 734 (8th Cir. 2009)
Lowry v. Watson Chapel Sch. Dist., 540 F.3d 752 (8th Cir. 2008)
Stephenson v. Davenport Cmty. Sch. Dist., 110 F.3d 1303 (8th Cir. 1997)
B.H. ex rel. Hawk v. Easton Area School Dist., 725 F.3d 293 (3rd Cir. 2013)
D.B. ex rel. Brogdon v. Lafon, 217 Fed.Appx. 518 (6th Cir. 2007)
Hardwick v. Heyward, 711 F.3d 426 (4th Cir. 2013)
Madrid v. Anthony, 510 F.Supp.2d 425 (S.D. Tex. 2007)
McIntire v. Bethel School, Indep. Sch. Dist. No. 3, 804 F.Supp. 1415 (W.D. Okla. 1992)
Hicks v. Halifax County Bd. of Educ., 93 F.Supp.2d 649 (E.D. N.C. 1999)
Olesen v. Bd. of Educ. of Sch. Dist. No. 228, 676 F.Supp. 820 (N.D. Ill. 1987)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing:	Policy 5100
First Reading:	06.20.2023
Second Reading:	07.18.2023
Adopted:	07.18.2023

504R STUDENT DRESS AND APPEARANCE

Statement

The staff, students, parents, and the Duluth Public Schools community recognized the importance and necessity for students' attire to be respectful and appropriate for school. To ensure effective and equitable enforcement of this dress code, school staff shall enforce the dress code consistently and in a manner that does not reinforce or increase marginalization or oppression of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income or body type/size. Duluth Public Schools expects that all students will dress in a way that is appropriate for the school day or for any school sponsored event. Student dress choices should respect the District's intent to sustain a community that is inclusive of a diverse range of identities.

The primary responsibility for a student's attire resides with the student and their parent(s) or guardian(s). The school district supports student attire that reflects their personal style and identity; that fosters a welcoming, safe, and respectful environment for all students, and the dress code celebrates and embraces the diversity and inclusion of any group based on race, sex, gender identity, gender expression, sexual orientation, ethnicity, religion, cultural observance, household income, or body type/size as long as it doesn't interfere with the health, safety, and educational opportunities for students. Any restrictions to the way a student dresses must be necessary to support the overall educational goals of the school and must be explained within this dress code.

Our values are:

- All students should be able to dress comfortably for school and engage in the educational environment without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Student dress code should support school attendance and engagement.
- Dress code violations should be addressed using student/body-positive language to explain the code.
- Teachers should focus on teaching and students focus on learning without the distraction and often uncomfortable burden of addressing dress code violations.
- Reasons for conflict and inconsistent and/or inequitable discipline should be minimized whenever possible.

1. Basic Principle: Certain body parts must be covered for all students at all times. Clothes must be worn in a way such that genitals, buttocks, breasts, and nipples are fully covered with opaque fabric.

2. Student Must Wear, while following the basic principle of Section 1 above:

    - A Shirt (with fabric in the front, back and sides that covers the middle torso) AND
    - Pants/jeans or the equivalent (for example, a skirt, sweatpants, leggings, a dress or shorts) AND
    - Weather & activity appropriate shoes.

3. Student May Wear:

    - Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.

- Staff may direct students to remove headwear that causes a disturbance or problems which interrupt an event, activity, or process to the learning environment.

4. Students Cannot Wear:

    - Any clothing that reveals visible undergarments (visible waistbands and visible straps are allowed).
    - Bulky jackets/coats intended for outside wear and must be kept in the student's locker during regular school hours.
    - Clothing that includes words or pictures that are obscene, vulgar, sexually explicit, convey sexual innuendo, abuse or discrimination, or which promote or advertise alcohol, chemicals, tobacco or any other product that is illegal for use by minors and illegal on school property, will not be allowed.
    - Objectionable emblems, badges, symbols (including confederate flags & swastika's), derogatory mascots, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to any group, evidences of gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals is not allowed.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

References: 514 Bullying Prevention
521 Student Disability Nondiscrimination
522 Title IX Sex Nondiscrimination Policy
541 Gender Inclusion
526 Hazing
413 Prohibiting Harassment and Violence
Duluth Public Schools Code of Conduct

Adopted: 06-15-2023

DEPARTMENT OF EDUCATION

Statewide Assessments:
Parent/Guardian Participation Guide and Refusal Information

Your student's participation in statewide assessments is important as it allows your school and district to ensure all students have access to a high-quality education. In the past, students with disabilities and English learners were often excluded from statewide assessments. By requiring that all students take statewide assessments, schools and teachers have more information to see how all students are doing. This helps schools to continuously improve the education they provide and to identify groups, grades, or subjects that may need additional support.

Assessments Connect to Standards

Statewide assessments are based on the Minnesota Academic Standards or the WIDA English Language Development Standards. These standards define the knowledge and skills students should be learning in K–12 public and charter schools. Minnesota prioritizes high-quality education, and statewide assessments gives educators and leaders an opportunity to evaluate student and school success.

Minnesota Comprehensive Assessments (MCA) and Minnesota Test of Academic Skills (MTAS)

MCA and MTAS are the annual assessments in reading, mathematics and science that measure a snapshot of student learning of the Minnesota K–12 Academic Standards.

ACCESS and Alternate ACCESS for English Learners

The ACCESS and Alternate ACCESS are the annual assessments for English learners that provide information about their progress in learning academic English based on the WIDA English Language Development Standards.

Statewide Assessments Help Families and Students

Participating in statewide assessments helps families see a snapshot of their student's learning so they can advocate for their success in school. High school students can use MCA results:

- For course placement at a Minnesota State college or university. If students receive a college-ready score, they may not need to take a remedial, noncredit course for that subject.
- For Postsecondary Enrollment Options (PSEO) and College in the Schools programs.

English learners who take the ACCESS or Alternate ACCESS and meet certain requirements have the opportunity to exit from English learner programs.

Taking Statewide Assessments Helps Your Student's School

Statewide assessments provide information to your school and district about how all students are engaging with the content they learn in school. This information helps:

- Educators evaluate their instructional materials.
- Schools and districts identify inequities between groups, explore root causes and implement supports.
- School and district leaders make decisions about how to use money and resources to support all students.

Student Participation in Statewide Assessments

Student participation in state and locally required assessments is a parent/guardian choice. If you choose to have your student not participate in a statewide assessment, please provide a reason for your decision on the form. Contact your student's school to learn more about locally required assessments.

Consequences of Not Participating in Statewide Assessments

- The student will not receive an individual score. For ACCESS and Alternate ACCESS, the student would not have the opportunity to exit their English learner program.
- School and district assessment results will be incomplete, making it more difficult to have an accurate picture of student learning.
- Since all eligible students are included in some calculations even when they do not participate, school and district accountability results are impacted. This may affect the school's ability to be identified for support or recognized for success.

Check with your local school or district to see if there are any other consequences for not participating.

Explore the Statewide Testing page for more information.

(education.mn.gov > Students and Families > Programs and Initiatives > Statewide Testing)

Additional Information

- On average, students spend less than 1 percent of instructional time taking statewide assessments each year.
- Minnesota statutes limit the total amount of time students can spend taking other district- or school-wide assessments to 11 hours or less each school year, depending on the grade.
- School districts and charter schools are required to publish an assessment calendar on their website by the beginning of each school year. Refer to your district or charter school's website for more information on assessments.

(Note: This form is only applicable for the 20_____to 20_____school year.)

DEPARTMENT OF EDUCATION

By completing this form, you are acknowledging that your student will not participate in statewide assessments and will not receive individual assessment results. This form must be returned to your student's school before the applicable test administration.

Statewide Assessment: Parent/Guardian Decision Not to Participate

Student Information

First Name: _____Middle Initial: _____Last Name: _____

Date of Birth: _____ Current Grade in School: _____

School: _____ District:_____

Parent/Guardian Name (print): _____

Parent/Guardian Signature: _____ Date: _____

Reason for Refusal:_____

Please indicate the statewide assessment(s) you are opting the student out of this school year:

- ☐ MCA/MTAS Reading
- ☐ MCA/MTAS Mathematics
- ☐ MCA/MTAS Science
- ☐ ACCESS/Alternate ACCESS

Contact your school or district for more information on how to opt out of local assessments.

COW Agenda Cover Sheet

Meeting Date: June 13, 2024

Topic: FY25 Budget

Presenter(s): Simone Zunich

Attachment (yes): There will be a PDF presentation – will be sent to Shannon.

Brief Summary of Presentation or Topic (no more than a few sentences): Presentation of the proposed FY25 budget.

Duluth Public Schools #709 - COW Budget 06.13.24
Proposed Budget Summary - Fiscal Year 2025 (FY25)

Overview/Definitions:

General Fund includes General (01), Transportation (03), and Operating Capital (05).
Within the General and Operating Capital funds, certain revenues will have reserve requirements.

Additional funds include Food Service Fund (02), Community Service Fund (04), Construction Fund (06), Debt Service Fund (07), Trust Fund (08), Internal Service Fund (20).

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Review of Budget provisions made for FY25:

- **Strive for Fiscal Stability & Sustainability for future years**
  Continue to strive for fund balance growth to meet District Policy of 8% of Gen. Fund Exp. Utilization of Assigned Fund Balance and districtwide operational budget cost reductions to help stabilize FY25 budget
- **Local Levy**
  Increasing by $2.6 million due to question one passing on the referendum
- **State Aid Increase**
  Due to a 4% increase over last year the district will receive $4,370,676 in Special Education Cross Subsidy Aid and a Basic Formula Allowance increase of $1,225,212
- **Assigned Fund Balance Transfer**
  Intent to use $5 million from the assigned fund balance to offset the general education budget
- **Programming**
  Middle School and High School model
- **Increase in Title Funding**
  Increase of $46,654 - 1.5% increase over LY
- **Library Aid**
  $140,315
- **Am. Indian Education Aid**
  $304,200
- **Student Support Personnel Aid**
  $100,723
- **English Learner Revenue**
  $36,966
- **CTE State Grant**
  $174,000

Basic FY25 Formula Allowance is $7,281 per pupil. This includes a 2% increase based on 2024 Legislation.

Pupil Counts are budgeted at 7,999, a slight increase in FY25 compared to the FY24 budgeted enrollment of 7,989 Adjusted Average Daily Membership (ADM). The projected ADM is 8,074.

Food and Nutrition: Free breakfast and lunch for all students will continue in FY25 - the Application for Educational Benefits (Free and Reduced Meal Form) is still required by MDE to be filled out by families.

Other local revenues are estimated by prior year funding amounts.

Notes:

- Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
- State revenue includes payments by the MN Dept. of Education, and other state agencies.
- Federal revenue includes aids awarded through state agencies or directly from federal sources.

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year. Restricted/Reserved Revenues come from state and local sources (aid and levy).

Undesignated Revenues come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid). Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of federal funds has limitations.

Duluth Public Schools

Timeline

- April 2024 | Individual board member meetings occurred to review the 5-year analytics and the FY25 preliminary budget
- April 25 | Board work session at Denfeld High School
- May 7 | Committee of the Whole – First reading
- June 11 | HR/Business Services
- June 13 | Committee of the Whole – Second reading (include categorical aid breakdown and final basic formula aid)
- June 18 | Regular Board Meeting – Adoption
- July 2024 | Guiding change document will be presented with timeline dates to address the FY26 budget reductions
- Smaller group meetings are possible within this timeline

Projected Enrollment for FY25

- Analysis completed 6 months prior
- Due to FY23 final counts of 8,120 we are using the ADM count of 8,074

	PROJECTED ENROLLMENT					
	2024	2025	2026	2027	2028	2029
EARLY CHILDHOOD (EC)	120	115	115	111	106	102
VOLUNTARY PRE K	35	35	35	35	35	35
HANDICAP (K)	131	127	121	117	113	108
Grades K-5	3,411	3,352	3,301	3,219	3,140	3,029
Grades 6-8	1,685	1,721	1,802	1,791	1,769	1,769
Grades 9-12	2,607	2,505	2,383	2,393	2,421	2,448
Area Learning Center	0	0	0	0	0	0
TOTAL ENROLLMENT	**7,989**	**7,855**	**7,757**	**7,665**	**7,584**	**7,491**
Change		(134)	(98)	(92)	(81)	(93)
% Change		-1.68%	-1.25%	-1.18%	-1.06%	-1.23%

Revenue Budget Summary - General Fund Categorical Aid FY25	
Undesignated	$62,229,884.00
Federal Programs	$6,385,404.00
Special Education	$18,258,570.00
Transportation	$3,845,844.00
Telecom Access	$140,000.00
American Indian	$304,200.00
Medical Assistance	$1,700,000.00
Read Act	$315,777.00
	$93,237,902.00

Restricted/Reserved:	
Staff Development	$1,284,886.00
Operating Capital	$1,956,054.00
Basic Skills & Comp Ed.	$8,709,553.00
Gifted & Talented	$114,704.00
Learning & Dev.	$1,779,495.00
Alt. Learning Ctr.	$1,979,700.00
LTFM	$1,884,533.00
Achiev. & Integrat.	$1,677,224.00
Safe Schools	$312,389.00
Total Restricted:	$19,698,538.00
Total General Fund:	**$112,936,440.00**
Revenue Notes:	
ESSER Funds	**$300,000.00**
Special Edu. Cross Subsidy Increase	**$4,370,676.00**
Basic Fund Allowance Increase	**$1,225,212.00**
	$5,895,888.00
Total	**$118,832,328.00**

Duluth Public Schools

PROPOSED FISCAL YEAR 2024/2025 BUDGET

REVENUES	Proposed FY 2025 Budget	EXPENDITURES	Proposed FY 2025 Budget	Dollar Change
01 General Fund	130,817,920	01 General Fund	136,831,320	-$6,150,306
02 Food Service	6,000,000	02 Food Service	6,080,202	-$80,202
04 Community Service	8,580,500	04 Community Service	7,780,783	$799,717
06 Construction		06 Construction		
07 Debt Service	28,067,285	07 Debt Service	27,393,530	$673,755
08 Trust	276,100	08 Trust	263,733	$12,367
20 Internal Service	950,000	20 Internal Service	929,564	-$29,564
79 Student Activities	276,264	79 Student Activities	276,264	
Subtotal - Revenues	174,968,069	Subtotal - Expenditures	179,555,396	

FY25 Proposed Budget - Finances at a Glance

View Filters

- Fund
  - 01 GENERAL FUND

$130,817,920
FY2025 Budgeted Revenues

$136,831,320
FY2025 Budgeted Expenses

$22,573,687
Fund Balance as of 6/30/23

$23,348,459
Revenues from Local Sources

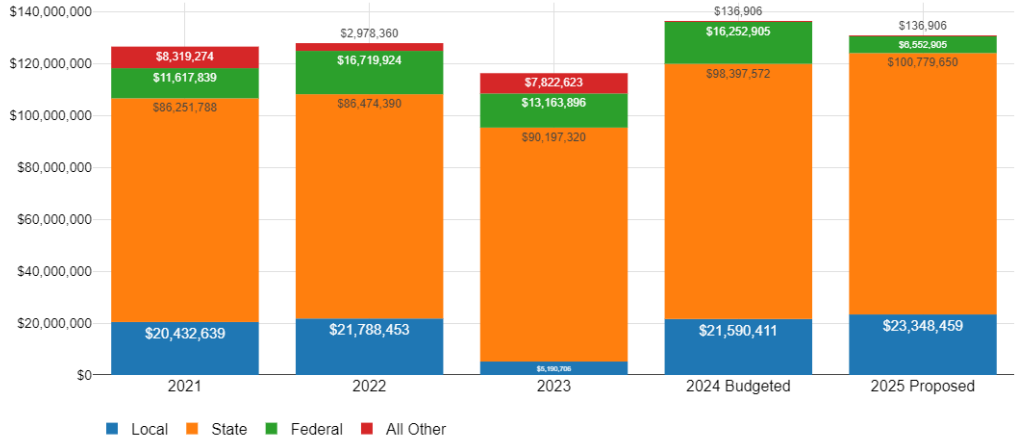
$100,779,650
Revenues from State Sources

$80,579,218
Expenses for Salaries

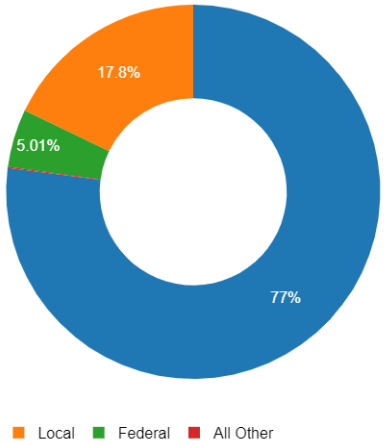
$37,095,230
Expenses for Benefits

$10,502,565
Expenses for Purchased Services

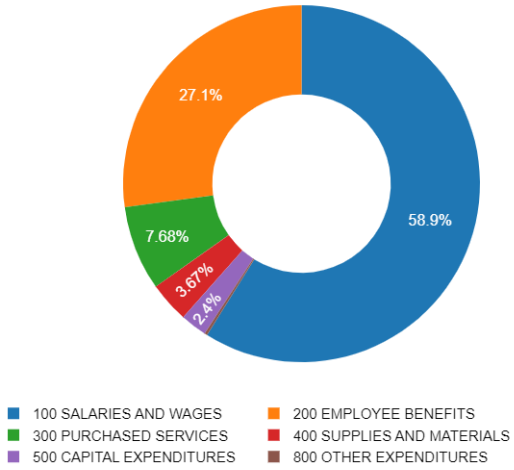
Revenues by Source



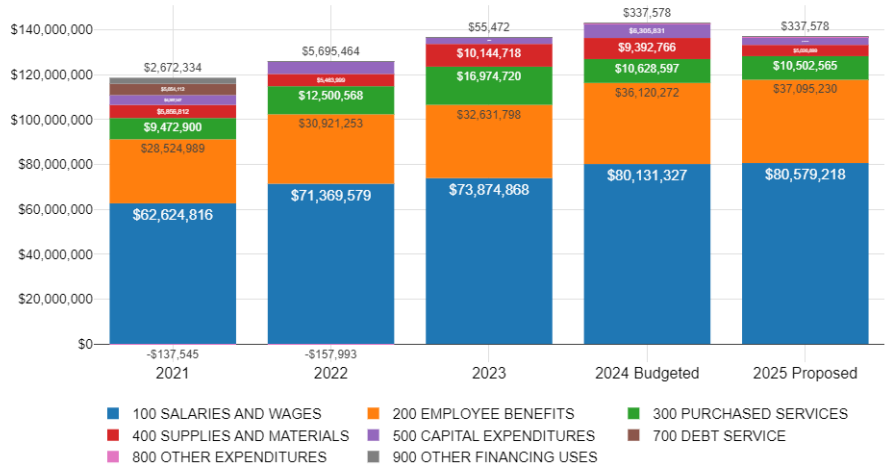
Proposed Budget Revenues by Source



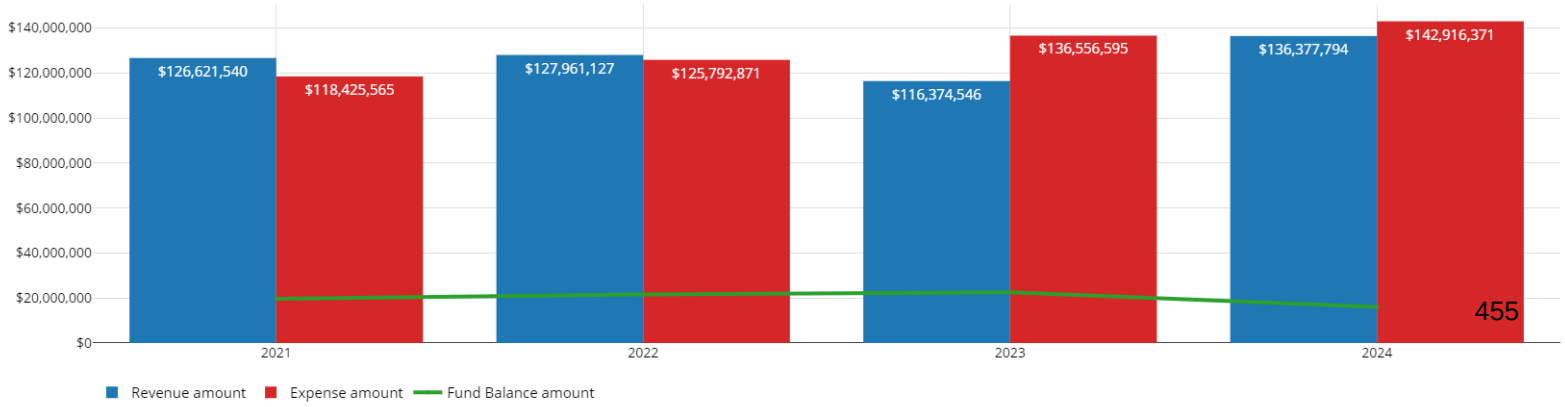
Proposed Budget Expenses by Object



Expenses by Object



Historical Revenues, Expenses and Fund Balance



FY25 Proposed Budget - Finances at a Glance

View Filters

- Fund
  - 02 FOOD SERVICE FUND

$6,000,000
FY2025 Budgeted Revenues

$6,083,297
FY2025 Budgeted Expenses

$2,231,905
Fund Balance as of 6/30/23

$15,003
Revenues from Local Sources

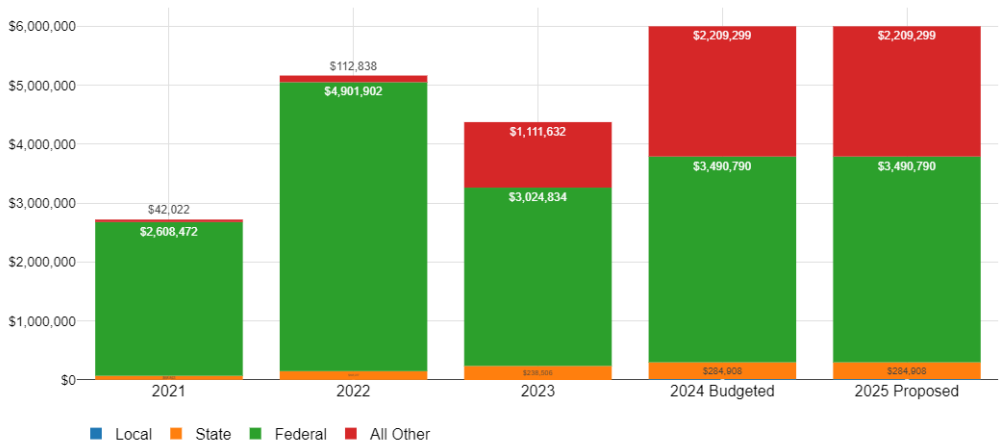
$284,908
Revenues from State Sources

$2,095,730
Expenses for Salaries

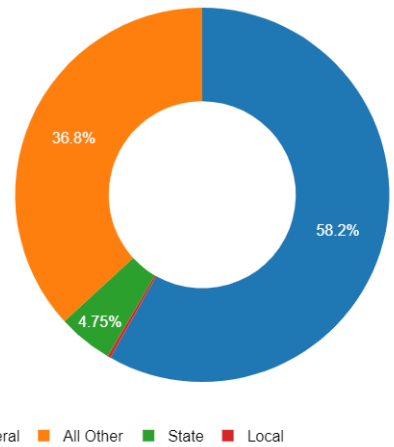
$1,156,637
Expenses for Benefits

$172,724
Expenses for Purchased Services

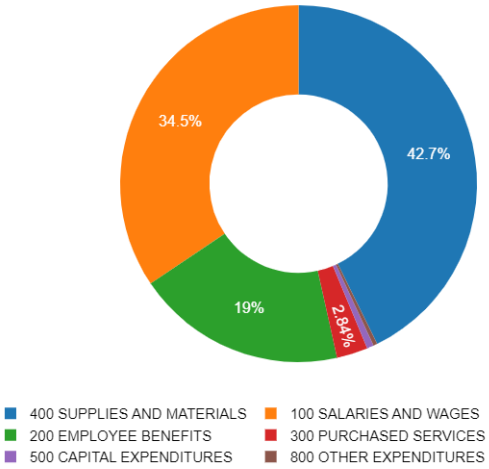
Revenues by Source



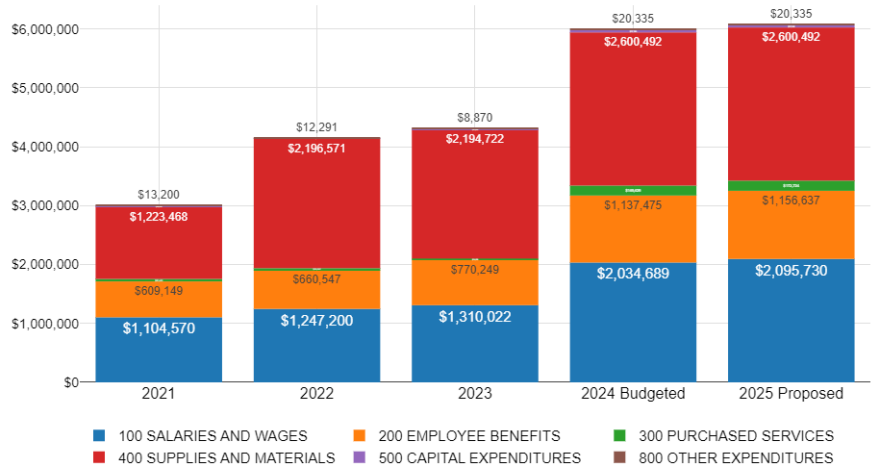
Proposed Budget Revenues by Source



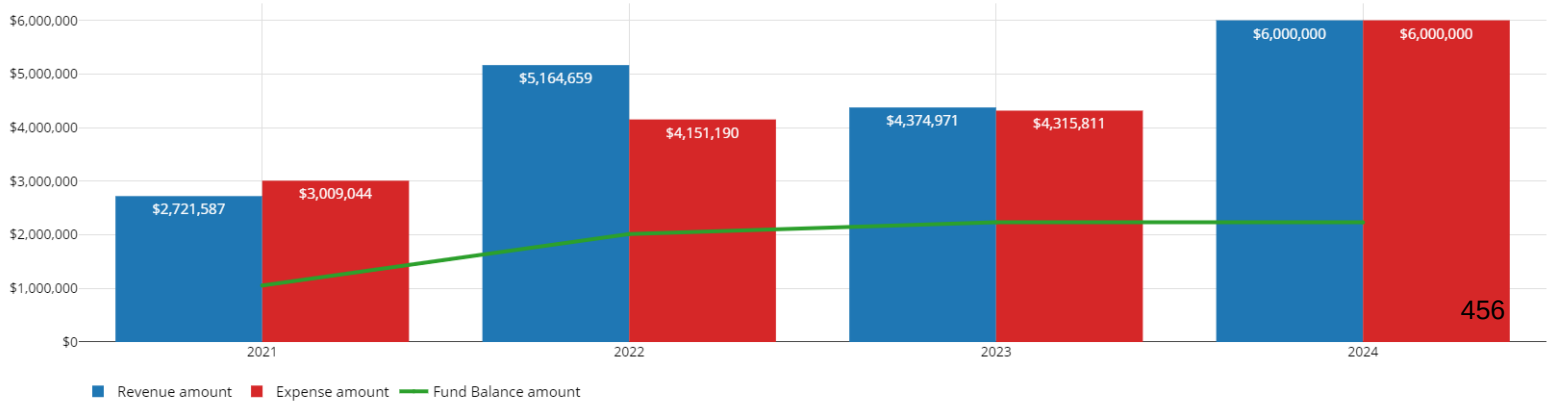
Proposed Budget Expenses by Object



Expenses by Object



Historical Revenues, Expenses and Fund Balance



FY25 Proposed Budget - Finances at a Glance

View Filters

- Fund
  - 04 COMMUNITY SERVICE FUND

$8,580,500
FY2025 Budgeted Revenues

$7,890,859
FY2025 Budgeted Expenses

$2,254,856
Fund Balance as of 6/30/23

$2,868,215
Revenues from Local Sources

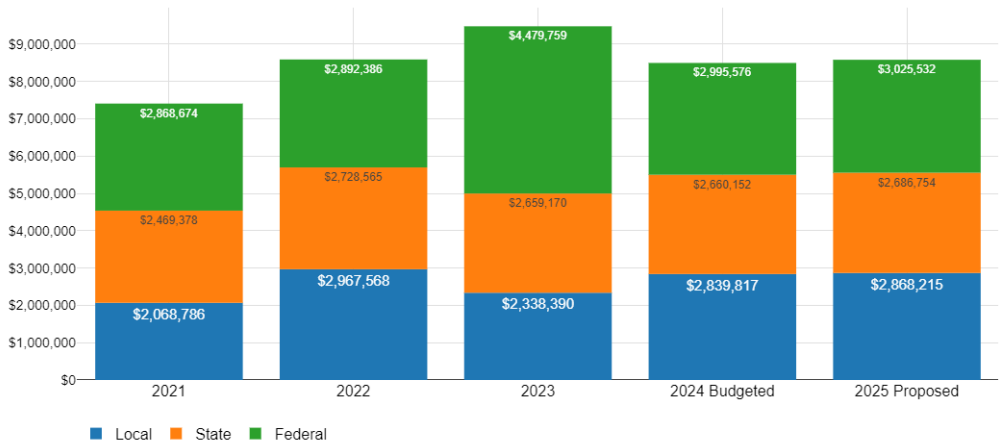
$2,686,754
Revenues from State Sources

$3,634,705
Expenses for Salaries

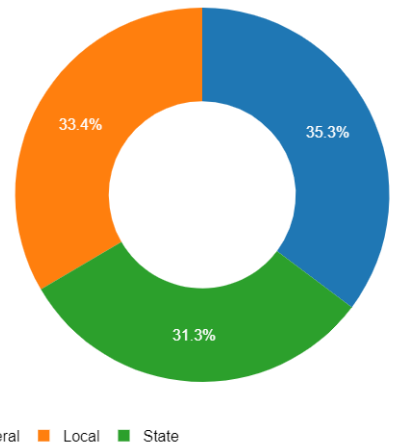
$2,256,949
Expenses for Benefits

$1,372,626
Expenses for Purchased Services

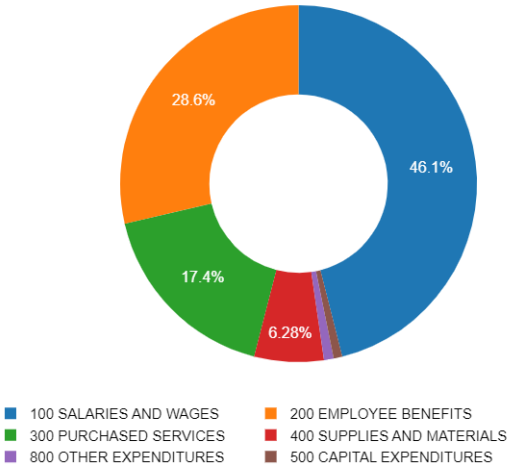
Revenues by Source



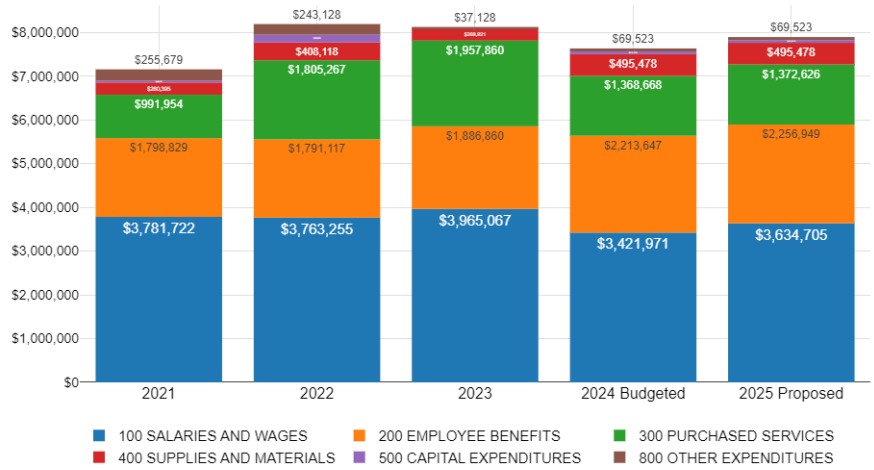
Proposed Budget Revenues by Source



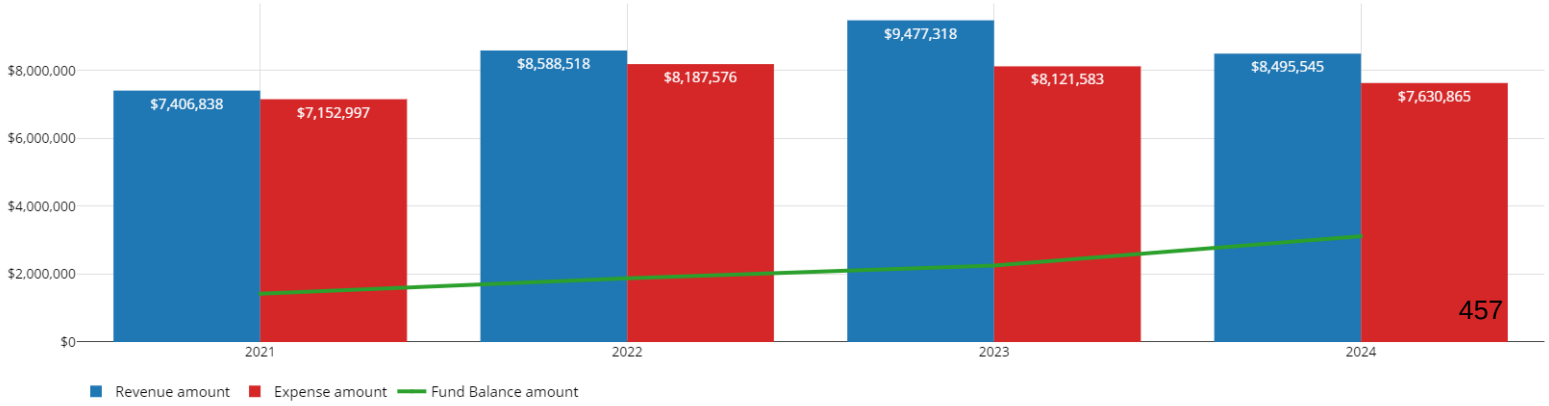
Proposed Budget Expenses by Object



Expenses by Object



Historical Revenues, Expenses and Fund Balance

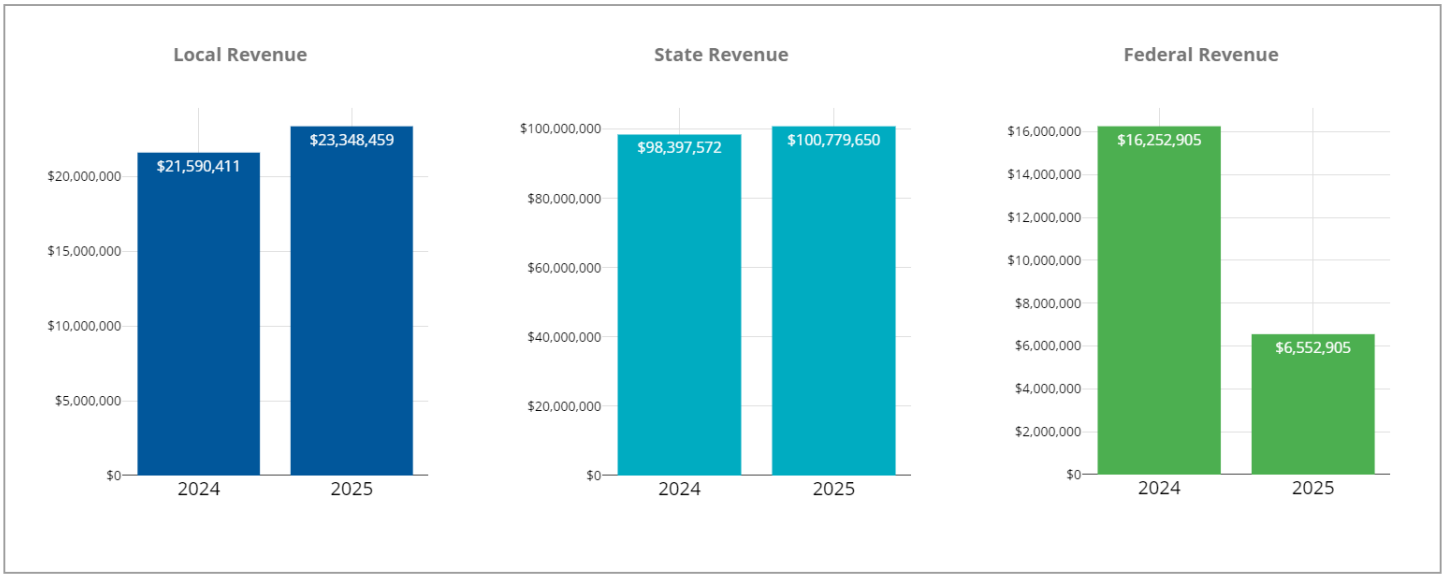


FY 2025 Budget Summary - Revenue

Duluth Public School ISD 709

General Fund (01)

Local Revenue	State Revenue	Federal Revenue
$23,348,459	**$100,779,650**	**$6,552,905**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
8.14% Change from Prior Year	2.42% Change from Prior Year	-59.68% Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$16,907,611	$18,665,659	10.40%	$1,758,048
Admission and Student Activities Revenue	$247,142	$211,000	$211,000	0.00%	$0
All Other Local Revenue	$4,943,564	$4,471,800	$4,471,800	0.00%	$0
TOTAL LOCAL REVENUE	$5,190,706	$21,590,411	$23,348,459	8.14%	$1,758,048
State Revenue					
General Education Aid	$69,210,301	$73,942,564	$74,524,043	0.79%	$1,300,599
State Aid for Special Education	$17,500,843	$21,328,647	$22,629,246	6.10%	$1,300,599
All Other State Revenue	$3,486,177	$3,126,361	$3,626,361	15.99%	$500,000
TOTAL STATE REVENUE	$90,197,320	$98,397,572	$100,779,650	2.42%	$2,382,078
Federal Revenue	$13,163,896	$16,252,905	$6,552,905	-59.68%	$-9,700,000
Other Revenue Sources	$7,822,623	$136,906	$136,906	0.00%	$0
TOTAL REVENUE	$116,374,546	$136,377,794	$130,817,920	-4.08%	$-5,559,874

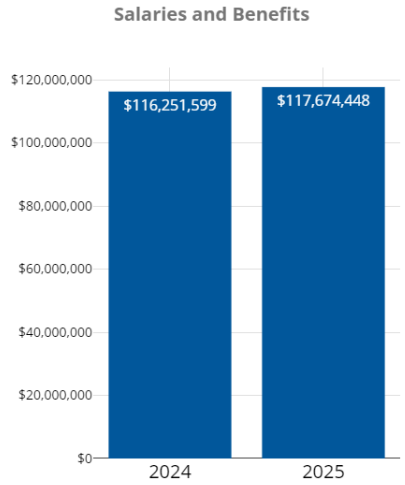
FY 2025 Revenue Budget Insight:
General Fund Revenue for FY 2025 is budgeted at $130,817,920, which is a difference of $-5,559,874 or -4.08% from last fiscal year. **Local** Revenue is budgeted to change by $1,758,048 to $23,348,459. **State** Revenue is budgeted to change by $2,382,078 to $100,779,650 and **Federal** Revenue is budget to change by $-9,700,000 to $6,552,905.

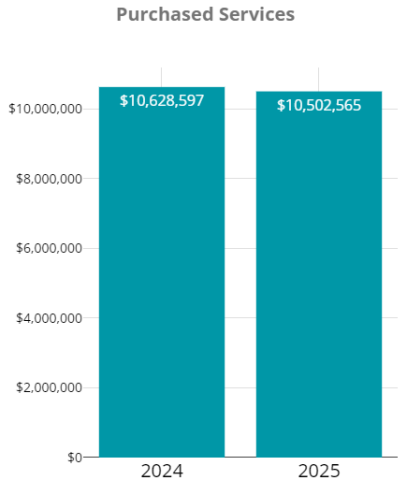
FY 2025 Budget Summary - Expense

Duluth Public School ISD 709

General Fund (01)

Salaries and Benefits	Purchased Services	Supplies and Equipment
$117,674,448	**$10,502,565**	**$5,026,899**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
1.22% Change from Prior Year	-1.19% Change from Prior Year	-46.48% Change from Prior Year







	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$73,874,868	$80,131,327	$80,579,218	0.56%	$447,891
Employee Benefits	$32,631,798	$36,120,272	$37,095,230	2.70%	$974,958
TOTAL SALARIES AND BENEFITS	$106,506,666	$116,251,599	$117,674,448	1.22%	$1,422,849
All Other Expenses					
Purchased Services	$16,974,720	$10,628,597	$10,502,565	-1.19%	$-126,032
Supplies and Materials	$10,144,717	$9,392,766	$5,026,899	-46.48%	$-4,365,867
Capital Expenditures	$2,875,020	$6,305,831	$3,289,830	-47.83%	$-3,016,001
Debt Service	$0	$0	$0	0.00%	$0
Other Expenditures	$55,472	$337,578	$337,578	0.00%	$0
Other Financing Uses	$0	$0	$0	0.00%	$0
TOTAL ALL OTHER	$30,049,929	$26,664,772	$19,156,872	-28.16%	$-7,507,900
TOTAL EXPENSES	$136,556,595	$142,916,371	$136,831,320	-4.26%	$-6,085,051

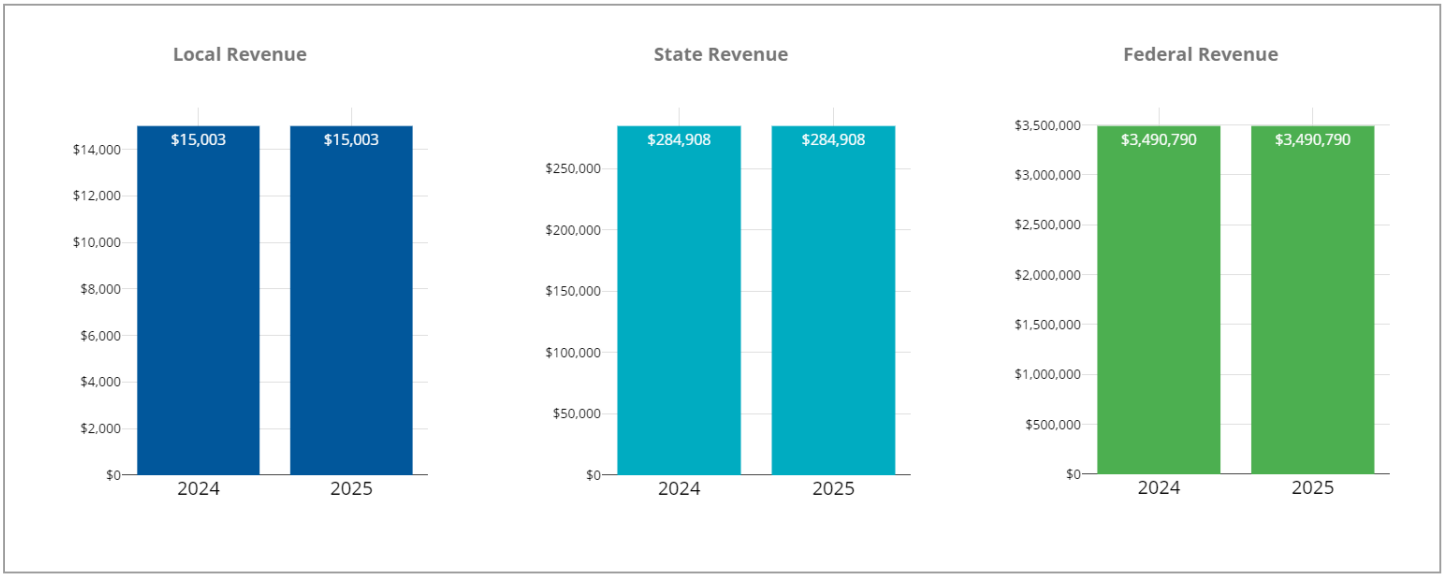
FY 2025 Expense Budget Insight:
General Fund Expense for FY 2025 is budgeted at $136,831,320, which is a difference of $-6,085,051 or -4.26% from last fiscal year. **Salaries and Benefits** are budgeted to change by $1,422,849 or 1.22% to $117,674,448. **Purchased Services** are budgeted to change by $-126,032 to $10,502,565 and **Supplies and Equipment** is budgeted to change by $-4,365,867 to $5,026,899.

FY 2025 Budget Summary - Revenue

Duluth Public School ISD 709

Food Service (02)

Local Revenue	State Revenue	Federal Revenue
$15,003	**$284,908**	**$3,490,790**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
0.00% Change from Prior Year	0.00% Change from Prior Year	0.00% Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$0	$0	$0	$0
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$0	$15,003	$15,003	0.00%	$0
TOTAL LOCAL REVENUE	$0	$15,003	$15,003	0.00%	$0
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$238,506	$284,908	$284,908	0.00%	$0
TOTAL STATE REVENUE	$238,506	$284,908	$284,908	0.00%	$0
Federal Revenue	$3,024,834	$3,490,790	$3,490,790	0.00%	$0
Other Revenue Sources	$1,111,632	$2,209,299	$2,209,299	0.00%	$0
TOTAL REVENUE	$4,374,971	$6,000,000	$6,000,000	0.00%	$0

FY 2025 Revenue Budget Insight:

General Fund Revenue for FY 2025 is budgeted at $6,000,000, which is a difference of $0 or 0.00% from last fiscal year. **Local** Revenue is budgeted to change by $0 to $15,003. **State** Revenue is budgeted to change by $0 to $284,908 and **Federal** Revenue is budget to change by $0 to $3,490,790.

FY 2025 Budget Summary - Expense

Duluth Public School ISD 709

Food Service (02)

Salaries and Benefits	Purchased Services	Supplies and Equipment
$3,252,367	**$172,724**	**$2,600,492**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
2.53% Change from Prior Year	1.82% Change from Prior Year	0.00% Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$1,310,022	$2,034,689	$2,095,730	3.00%	$61,041
Employee Benefits	$770,249	$1,137,475	$1,156,637	1.68%	$19,161
TOTAL SALARIES AND BENEFITS	$2,080,271	$3,172,165	$3,252,367	2.53%	$80,202
All Other Expenses					
Purchased Services	$21,038	$169,629	$172,724	1.82%	$3,095
Supplies and Materials	$2,194,722	$2,600,492	$2,600,492	0.00%	$0
Capital Expenditures	$10,910	$37,380	$37,380	0.00%	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$8,870	$20,335	$20,335	0.00%	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$2,235,540	$2,827,835	$2,830,931	0.11%	$3,095
TOTAL EXPENSES	$4,315,811	$6,000,000	$6,083,297	1.39%	$83,297

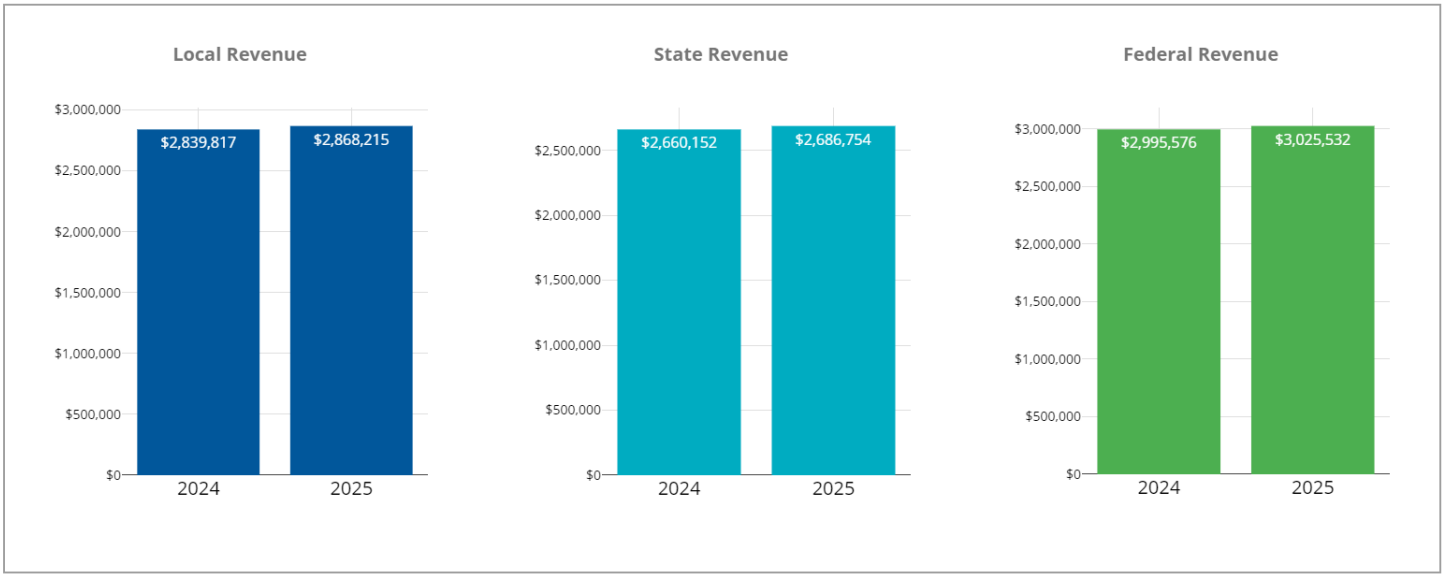
FY 2025 Expense Budget Insight:
General Fund Expense for FY 2025 is budgeted at $6,083,297, which is a difference of $83,297 or 1.39% from last fiscal year. **Salaries and Benefits** are budgeted to change by $80,202 or 2.53% to $3,252,367. **Purchased Services** are budgeted to change by $3,095 to $172,724 and **Supplies and Equipment** is budgeted to change by $0 to $2,600,492.

FY 2025 Budget Summary - Revenue

Duluth Public School ISD 709

Community Ed (04)

Local Revenue	State Revenue	Federal Revenue
$2,868,215	**$2,686,754**	**$3,025,532**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
1.00% Change from Prior Year	1.00% Change from Prior Year	1.00% Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$843,544	$851,979	1.00%	$8,435
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$2,338,390	$1,996,273	$2,016,236	1.00%	$19,963
TOTAL LOCAL REVENUE	$2,338,390	$2,839,817	$2,868,215	1.00%	$28,398
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$2,659,170	$2,660,152	$2,686,754	1.00%	$26,602
TOTAL STATE REVENUE	$2,659,170	$2,660,152	$2,686,754	1.00%	$26,602
Federal Revenue	$4,479,759	$2,995,576	$3,025,532	1.00%	$29,956
Other Revenue Sources	$0	$0	$0	$0	$0
TOTAL REVENUE	$9,477,318	$8,495,545	$8,580,500	1.00%	$84,955

FY 2025 Revenue Budget Insight:

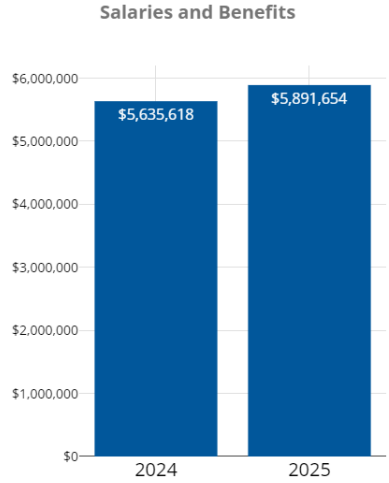
General Fund Revenue for FY 2025 is budgeted at $8,580,500, which is a difference of $84,955 or 1.00% from last fiscal year. **Local** Revenue is budgeted to change by $28,398 to $2,868,215. **State** Revenue is budgeted to change by $26,602 to $2,686,754 and **Federal** Revenue is budget to change by $29,956 to $3,025,532.

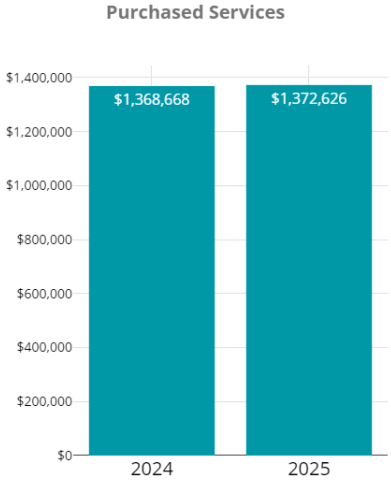
FY 2025 Budget Summary - Expense

Duluth Public School ISD 709

Community Ed (04)

Salaries and Benefits	Purchased Services	Supplies and Equipment
$5,891,654	**$1,372,626**	**$495,478**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
4.54% Change from Prior Year	0.29% Change from Prior Year	0.00% Change from Prior Year







	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$3,965,067	$3,421,971	$3,634,705	6.22%	$212,734
Employee Benefits	$1,886,860	$2,213,647	$2,256,949	1.96%	$43,302
TOTAL SALARIES AND BENEFITS	$5,851,927	$5,635,618	$5,891,654	4.54%	$256,036
All Other Expenses					
Purchased Services	$1,957,860	$1,368,668	$1,372,626	0.29%	$3,958
Supplies and Materials	$269,921	$495,478	$495,478	0.00%	$0
Capital Expenditures	$4,746	$61,578	$61,578	0.00%	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$37,128	$69,523	$69,523	0.00%	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$2,269,655	$1,995,247	$1,999,205	0.20%	$3,958
TOTAL EXPENSES	$8,121,583	$7,630,865	$7,890,859	3.41%	$259,994

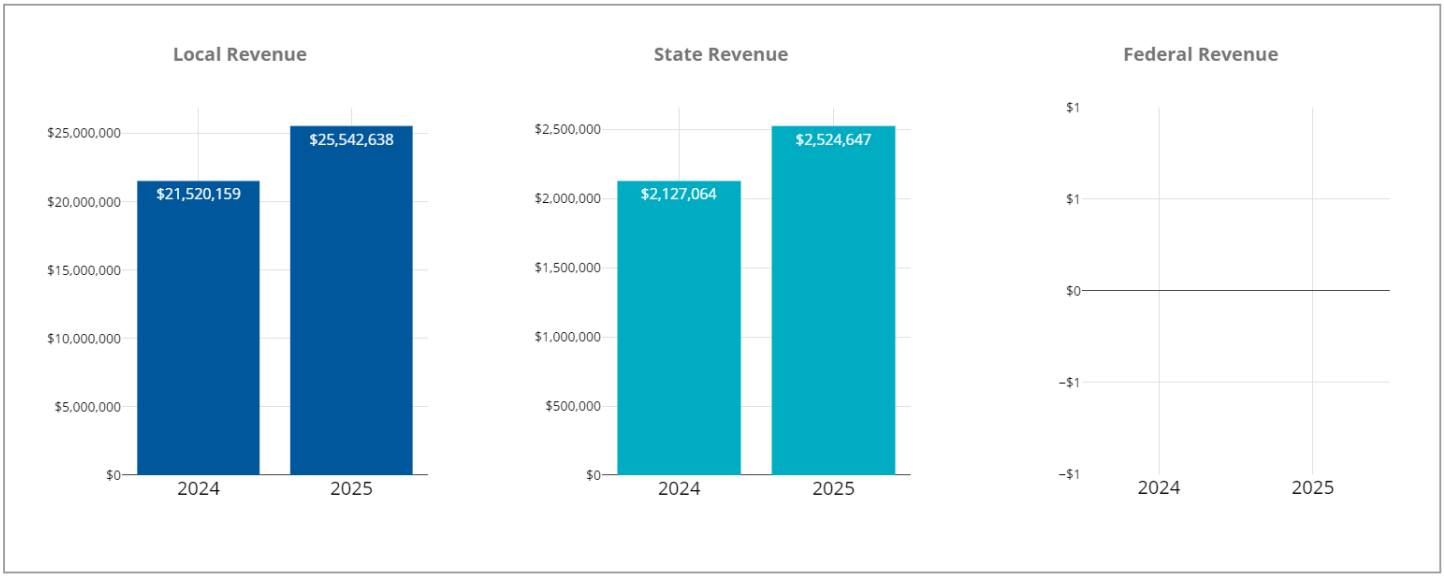
FY 2025 Expense Budget Insight:
General Fund Expense for FY 2025 is budgeted at $7,890,859, which is a difference of $259,994 or 3.41% from last fiscal year. **Salaries and Benefits** are budgeted to change by $256,036 or 4.54% to $5,891,654. **Purchased Services** are budgeted to change by $3,958 to $1,372,626 and **Supplies and Equipment** is budgeted to change by $0 to $495,478.

FY 2025 Budget Summary - Revenue

Duluth Public School ISD 709

Debt Service (07)

Local Revenue	State Revenue	Federal Revenue
$25,542,638	**$2,524,647**	**$0**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
18.69% Change from Prior Year	18.69% Change from Prior Year	0.00% Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$21,514,159	$25,535,516	18.69%	$4,021,357
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$0	$6,000	$7,122	18.69%	$1,122
TOTAL LOCAL REVENUE	$0	$21,520,159	$25,542,638	18.69%	$4,022,478
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$2,215,291	$2,127,064	$2,524,647	18.69%	$397,584
TOTAL STATE REVENUE	$2,215,291	$2,127,064	$2,524,647	18.69%	$397,584
Federal Revenue	$0	$0	$0	0.00%	$0
Other Revenue Sources	$0	$0	$0	0.00%	$0
TOTAL REVENUE	$2,215,291	$23,647,223	$28,067,285	18.69%	$4,420,062

FY 2025 Revenue Budget Insight:
General Fund Revenue for FY 2025 is budgeted at $28,067,285, which is a difference of $4,420,062 or 18.69% from last fiscal year. **Local** Revenue is budgeted to change by $4,022,478 to $25,542,638. **State** Revenue is budgeted to change by $397,584 to $2,524,647 and **Federal** Revenue is budget to change by $0 to $0.

FY 2025 Budget Summary - Expense

Duluth Public School ISD 709

Debt Service (07)

Salaries and Benefits	Purchased Services	Supplies and Equipment
$0	**$0**	**$0**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
$0 Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year

	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$0	$0	$0	$0	$0
Employee Benefits	$0	$0	$0	$0	$0
TOTAL SALARIES AND BENEFITS	$0	$0	$0	$0	$0
All Other Expenses					
Purchased Services	$0	$0	$0	$0	$0
Supplies and Materials	$0	$0	$0	$0	$0
Capital Expenditures	$0	$0	$0	$0	$0
Debt Service	$26,479,049	$23,640,000	$27,393,530	15.88%	$3,753,530
Other Expenditures	$0	$0	$0	$0	$0
Other Financing Uses	$0	$0	$0	0.00%	$0
TOTAL ALL OTHER	$26,479,049	$23,640,000	$27,393,530	15.88%	$3,753,530
TOTAL EXPENSES	$26,479,049	$23,640,000	$27,393,530	15.88%	$3,753,530

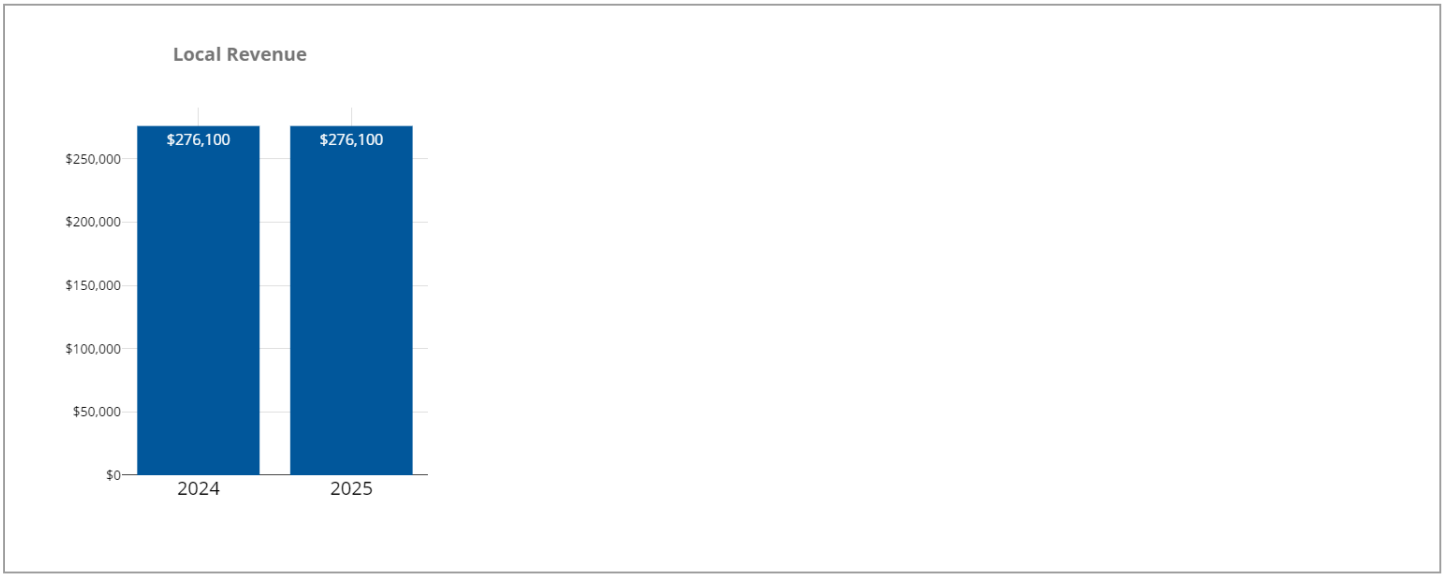
FY 2025 Expense Budget Insight:
General Fund Expense for FY 2025 is budgeted at $27,393,530, which is a difference of $3,753,530 or 15.88% from last fiscal year. **Salaries and Benefits** are budgeted to change by $0 or $0 to $0. **Purchased Services** are budgeted to change by $0 to $0 and **Supplies and Equipment** is budgeted to change by $0 to $0.

FY 2025 Budget Summary - Revenue

Trust (08)

Duluth Public School ISD 709

Local Revenue	State Revenue	Federal Revenue
$276,100	**$0**	**$0**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
0.00% Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$0	$0	$0	$0
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$0	$276,100	$276,100	0.00%	$0
TOTAL LOCAL REVENUE	$0	$276,100	$276,100	0.00%	$0
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$0	$0	$0	$0	$0
TOTAL STATE REVENUE	$0	$0	$0	$0	$0
Federal Revenue	$0	$0	$0	$0	$0
Other Revenue Sources	$0	$0	$0	$0	$0
TOTAL REVENUE	$0	$276,100	$276,100	0.00%	$0

FY 2025 Revenue Budget Insight:

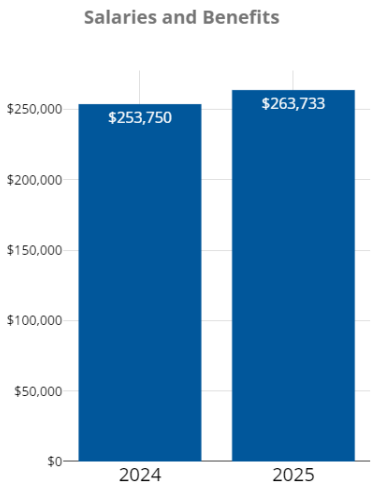
General Fund Revenue for FY 2025 is budgeted at $276,100, which is a difference of $0 or 0.00% from last fiscal year. **Local** Revenue is budgeted to change by $0 to $276,100. **State** Revenue is budgeted to change by $0 to $0 and **Federal** Revenue is budget to change by $0 to $0.

FY 2025 Budget Summary - Expense

Trust (08)

Duluth Public School ISD 709

Salaries and Benefits	Purchased Services	Supplies and Equipment
$263,733	**$0**	**$0**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
3.93% Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$0	$0	$0	$0	$0
Employee Benefits	$0	$253,750	$263,733	3.93%	$9,983
TOTAL SALARIES AND BENEFITS	$0	$253,750	$263,733	3.93%	$9,983
All Other Expenses					
Purchased Services	$0	$0	$0	$0	$0
Supplies and Materials	$0	$0	$0	$0	$0
Capital Expenditures	$0	$0	$0	$0	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$0	$0	$0	0.00%	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$0	$0	$0	0.00%	$0
TOTAL EXPENSES	$0	$253,750	$263,733	3.93%	$9,983

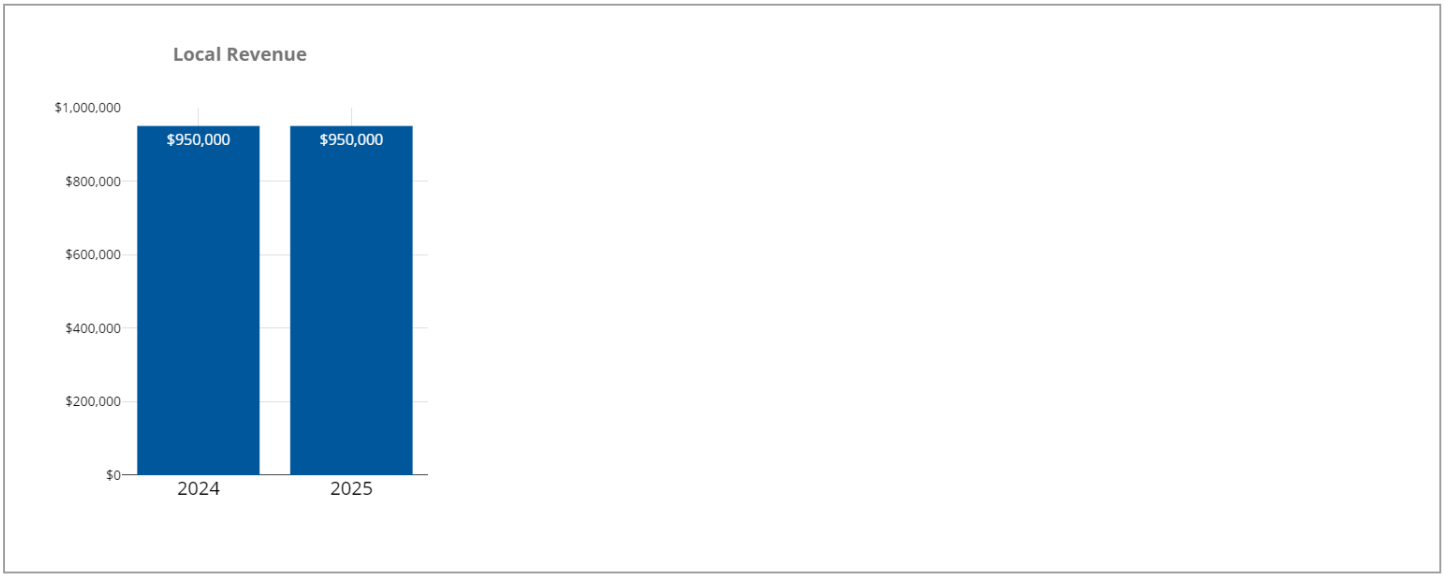
FY 2025 Expense Budget Insight:
General Fund Expense for FY 2025 is budgeted at $263,733, which is a difference of $9,983 or 3.93% from last fiscal year. **Salaries and Benefits** are budgeted to change by $9,983 or 3.93% to $263,733. **Purchased Services** are budgeted to change by $0 to $0 and **Supplies and Equipment** is budgeted to change by $0 to $0.

FY 2025 Budget Summary - Revenue

Duluth Public School ISD 709

Insurance (20)

Local Revenue	State Revenue	Federal Revenue
$950,000	**$0**	**$0**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
0.00% Change from Prior Year	$0 Change from Prior Year	$0 Change from Prior Year



	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Local Revenue					
Property Tax Levy	$0	$0	$0	$0	$0
Admission and Student Activities Revenue	$0	$0	$0	$0	$0
All Other Local Revenue	$911,524	$950,000	$950,000	0.00%	$0
TOTAL LOCAL REVENUE	$911,524	$950,000	$950,000	0.00%	$0
State Revenue					
General Education Aid	$0	$0	$0	$0	$0
State Aid for Special Education	$0	$0	$0	$0	$0
All Other State Revenue	$0	$0	$0	$0	$0
TOTAL STATE REVENUE	$0	$0	$0	$0	$0
Federal Revenue	$0	$0	$0	$0	$0
Other Revenue Sources	$0	$0	$0	$0	$0
TOTAL REVENUE	$911,524	$950,000	$950,000	0.00%	$0

FY 2025 Revenue Budget Insight:

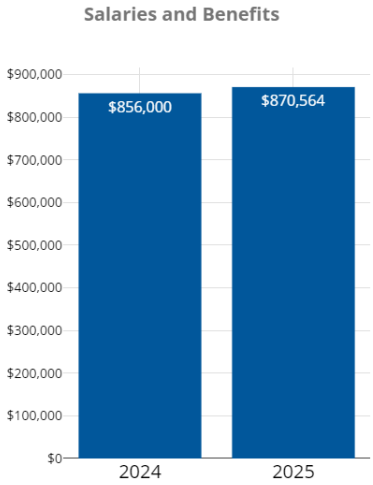
General Fund Revenue for FY 2025 is budgeted at $950,000, which is a difference of $0 or 0.00% from last fiscal year. **Local** Revenue is budgeted to change by $0 to $950,000. **State** Revenue is budgeted to change by $0 to $0 and **Federal** Revenue is budget to change by $0 to $0.

FY 2025 Budget Summary - Expense

Duluth Public School ISD 709

Insurance (20)

Salaries and Benefits	Purchased Services	Supplies and Equipment
$870,564	**$59,000**	**$0**
FY 2025 Budgeted	FY 2025 Budgeted	FY 2025 Budgeted
1.70% Change from Prior Year	0.00% Change from Prior Year	$0 Change from Prior Year





	FY2023 Actuals	FY2024 Budget	FY2025 Budget	Percent Change	Dollar Change
Salaries and Benefits					
Salaries and Wages	$0	$0	$0	$0	$0
Employee Benefits	$867,557	$856,000	$870,564	1.70%	$14,564
TOTAL SALARIES AND BENEFITS	$867,557	$856,000	$870,564	1.70%	$14,564
All Other Expenses					
Purchased Services	$57,698	$59,000	$59,000	0.00%	$0
Supplies and Materials	$0	$0	$0	$0	$0
Capital Expenditures	$0	$0	$0	$0	$0
Debt Service	$0	$0	$0	$0	$0
Other Expenditures	$0	$0	$0	$0	$0
Other Financing Uses	$0	$0	$0	$0	$0
TOTAL ALL OTHER	$57,698	$59,000	$59,000	0.00%	$0
TOTAL EXPENSES	$925,256	$915,000	$929,564	1.59%	$14,564

FY 2025 Expense Budget Insight:
General Fund Expense for FY 2025 is budgeted at $929,564, which is a difference of $14,564 or 1.59% from last fiscal year. **Salaries and Benefits** are budgeted to change by $14,564 or 1.70% to $870,564. **Purchased Services** are budgeted to change by $0 to $59,000 and **Supplies and Equipment** is budgeted to change by $0 to $0.

SF3567 is the Omnibus Education Policy bill that makes technical and policy changes to the education statutes. This summary is meant to provide you with the highlights of key provisions. A more detailed section-by-section summary is available from here.

READ Act

Note: additional changes and funding is included in the supplemental education budget bill.

- Extends the training requirements for the first phase of teachers to July 1, 2026.
- Requires a district to include information about structured literacy training for teachers and other staff and Read Act funding uses in its local literacy plan, and if applicable, the district's plan and timeline for adopting approved curricula and materials.
- Increases the number of screenings for kindergarten through grade 3 students from two times to three times per year.
- For the 2024-2025 school year only, allows for a reduction in instructional hours for students in grades 1 through 3 to allow teachers to receive the required evidence-based training.
- Increases the number of screenings for kindergarten through grade 3 students from two times to three times each school year.
- Clarifies that a district offering early childhood programs must provide early childhood staff with the approved training.
- Directs MDE and CAREI to conduct a final curriculum review of previously submitted curriculum by March 3, 2025.
- Authorizes the department to partner with one or more higher education institutions to conduct reviews of curriculum and intervention materials. Provides for certain administrative processes for the review.
- Requires PELSB to conduct an audit that evaluates whether an approved teacher preparation program for candidates in a specified licensure area meets subject matter standards for reading. Requires PELSB to report its findings to the legislature.

School cell phone policy

Requires districts and charter schools to adopt a policy on students' possession and use of cell phones in school by March 15, 2025. Requires the principals' associations to collaborate to make best practices available to schools on strategies to minimize the impact of cell phones on student behavior, mental health, and academic attainment.

Flexible learning year programs

Requires MDE to establish clear criteria for evaluating a district's application to use a four-day school week plan, accept applications for a four-day week plan, and determine whether an application meets the criteria. Requires approval of a four-day plan to remain in effect for at least six years.

Civics graduation requirement

Delays civics graduation requirement effective date to the 25-26 school year.

Access to library materials and rights protected
Prohibits a public library from banning, removing, or otherwise restricting access to a book or other material based solely on its viewpoint or the messages, ideas, or opinions it conveys. Requires a governing body of a library to adopt a library materials policy.

American Indian Mascots
Allows school districts with an American Indian mascot, nickname, logo, letterhead, or team name one additional year, until September 1, 2026, to comply with the prohibition on American Indian mascots. Requires a district with a prohibited mascot and that has not received an exemption to report to the legislature on the district's progress to comply with this requirement.

Teacher licensure
- Directs PELSB to approve an application for a Tier 1 and Tier 2 license in special education if: 1) the applicant meets the requirements for a Tier 1 license and the district affirms the applicant will receive high-quality professional development and will participate in a program of intensive supervision that consists of structured guidance and support for teachers or a teacher mentoring program. The license permission may not exceed three years.
- Expands eligibility for a Tier 4 license to include a teacher who obtained a Tier 3 license through the portfolio process or holds a national board certification from the National Board for Professional Teaching Standards.
- Allows a teacher who obtained national board certification from the National Board for Professional Teaching Standards to obtain a Tier 3 or 4 license without taking the pedagogy or content exams.
- Allows a teacher who has completed licensure via portfolio or holds a national board certification to qualify for a Tier 4 license.

Special education paperwork
Allows a district to conduct an assessment for developmental adapted physical education as a stand-alone evaluation without conducting a comprehensive evaluation of the student.

Special education licensure reciprocity working group
Establishes a working group on special education licensure through the Professional Educator Licensing and Standards Board to make recommendations on statutory or rule changes necessary to streamline requirements for out-of-state applicants.

Paraprofessional training
Requires a school district or charter school to consult the exclusive representative for paraprofessionals regarding special education paraprofessional training requirements.

Access to space for mental health care through telehealth
Starting October 1, 2024, requires a district, to the extent space is available, to provide secondary school students with access during regular school hours, and outside regular school hours if the site is available to other persons, to space in school that a student can use to receive mental health care through telehealth from a licensed mental health provider. Requires a secondary school to develop a

plan with procedures to receive requests for access to space that provides student privacy to receive mental health care.

Unscheduled removal from class
Encourages a public school to adopt a policy on parental notification if a student was removed from class under unscheduled circumstances. Encourages a nonpublic school or Tribal contract school to adopt a similar policy.

World's Best Workforce
Renames World's Best Workforce to "Comprehensive Achievement and Civic Readiness."

Language access plans
Requires a school district to adopt a language access plan that specifies the district's procedures to render effective language assistance to students and adults who communicate in a language other than English. Requires certain plan components and regular review.

School performance reports and public reporting
- Allows a school, district, or charter school to provide a student's parent access to the student's individual student performance data and achievement report when it is made available to the school, district, or charter school.
- Modifies the school performance data reporting date to October in years with new performance standards and November with new performance standards for English language proficiency assessments.

Definition of developmental delay
Updates the ages related to the definition of developmental delay for early childhood special education to include children aged three through six.

Mental health education
Requires districts to provide mental health instruction for students in grades 4 to 12 aligned with local health standards starting in the 2026-2027 school year.

On track for graduation
Requires that the annual review and revision of a personal learning plan ensure that the student is on track for graduation.

Absence from school for religious and cultural observances
Requires a district to make reasonable efforts to accommodate a student who wishes to be excused from a curricular activity for an American Indian cultural practice, observance, or ceremony.

Smudging permitted
Permits American Indian students or staff to use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by

the building or site administrator and must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

Student journalism; student expression
States that a student journalist has a right to exercise freedom of speech and freedom of the press in school-sponsored media. Prohibits a school district from disciplining a student journalist for exercising rights or freedoms or retaliating against a student media adviser for supporting a student journalist exercising free speech rights.

PSEO
- Requires a postsecondary institution to notify a pupil's school as soon as practicable if the student withdraws from the enrolled course, or if the pupil has been absent from a course for 10 consecutive days and the pupil is not receiving instruction at home, in a hospital, or another facility.
- Adds an October 30 deadline for a student to inform a district of the student's intent to enroll in postsecondary courses for an academic term.
- Requires a district to adopt the same weighted grade point average policy for credits earned via PSEO as for credits earned via concurrent enrollment coursework.

Annual coaching contracts
Requires a school board to provide written notice to a coach whose contract it declines to renew for the following school year no more than 60 after the end of the regular season for the activity. The notice requirement does not apply if nonrenewal is based on misconduct, failure to perform duties, or district's financial limitations.

2024 Legislative Session Read Act Allocations

$34.75 Million From 2023 Session FY 24 Appropriation for Read Act Literacy Aid based on Student Count

New FY 25 Appropriation for $31.375 Million for Teacher Compensation for Read Act Training

Dist Num	Name	Fall 2023 Enroll-ment	Read Act Literacy Aid; FY 24 Appropriation Re-allocated at $39.94 per Student with $2,000 Minimum	Amount per Enrollee	New FY 2025 Appropriation for Teacher Compensation for Read Act Training at $36.06 per Student with $2,000 Minimum	Amount per Enrollee
--	***Totals***	***869,967***	***34,743,098***	**39.98**	***31,371,738***	**36.10**
682	Roseau	1,120	44,733	39.94	40,387	36.06
690	Warroad	1,053	42,057	39.94	37,971	36.06
695	Chisholm	658	26,281	39.94	23,727	36.06
696	Ely	536	21,408	39.94	19,328	36.06
698	Floodwood	158	6,311	39.94	5,697	36.06
700	Hermantown	2,100	83,874	39.94	75,726	36.06
701	Hibbing	2,197	87,748	39.94	79,224	36.06
704	Proctor	1,871	74,728	39.94	67,468	36.06
707	Nett Lake	48	2,000	41.67	2,000	41.67
709	Duluth	8,757	349,755	39.94	315,777	36.06
712	Mountain Iron-Buhl	591	23,605	39.94	21,311	36.06
716	Belle Plaine	1,541	61,548	39.94	55,568	36.06
717	Jordan	1,826	72,930	39.94	65,846	36.06
719	Prior Lake-Savage	8,777	350,553	39.94	316,499	36.06
720	Shakopee	7,678	306,659	39.94	276,869	36.06
721	New Prague	4,072	162,636	39.94	146,836	36.06
726	Becker	2,847	113,709	39.94	102,663	36.06
727	Big Lake	3,157	126,091	39.94	113,841	36.06
728	Elk River	14,352	573,219	39.94	517,533	36.06
738	Holdingford	1,077	43,015	39.94	38,837	36.06
739	Kimball	748	29,875	39.94	26,973	36.06
740	Melrose	1,266	50,564	39.94	45,652	36.06
741	Paynesville	920	36,745	39.94	33,175	36.06
742	St. Cloud	9,543	381,147	39.94	344,121	36.06
743	Sauk Centre	1,130	45,132	39.94	40,748	36.06
745	Albany	1,799	71,852	39.94	64,872	36.06
748	Sartell-St. Stephen	4,046	161,597	39.94	145,899	36.06
750	ROCORI	2,414	96,415	39.94	87,049	36.06
756	Blooming Prairie	864	34,508	39.94	31,156	36.06
761	Owatonna	4,995	199,500	39.94	180,120	36.06
763	Medford	890	35,547	39.94	32,093	36.06
768	Hancock	434	17,334	39.94	15,650	36.06
771	Chokio-Alberta	140	5,592	39.94	5,048	36.06
775	Kerkhoven-Murdock-Sunburg	797	31,832	39.94	28,740	36.06
777	Benson	774	30,914	39.94	27,910	36.06
786	Bertha-Hewitt	518	20,689	39.94	18,679	36.06
787	Browerville	532	21,248	39.94	19,184	36.06
801	Browns Valley	197	7,868	39.94	7,104	36.06
803	Wheaton Area	368	14,698	39.94	13,270	36.06
811	Wabasha-Kellogg	966	38,582	39.94	34,834	36.06
813	Lake City	1,182	47,209	39.94	42,623	36.06
815	Prinsburg	0	0	0.00	0	0.00
818	Verndale	509	20,329	39.94	18,355	36.06
820	Sebeka	482	19,251	39.94	17,381	36.06
821	Menahga	945	37,743	39.94	34,077	36.06
829	Waseca	1,735	69,296	39.94	62,564	36.06
831	Forest Lake	5,763	230,174	39.94	207,814	36.06
832	Mahtomedi	3,194	127,568	39.94	115,176	36.06
833	South Washington County	19,360	773,238	39.94	698,122	36.06
834	Stillwater Area	8,368	334,218	39.94	301,750	36.06
836	Butterfield-Odin	210	8,387	39.94	7,573	36.06

COW Agenda Cover Sheet

Meeting Date: June 13, 2024

Topic: 2023-2024 Progress Monitoring Calendar Covered Topics - Year End Review

Presenter(s): Anthony Bonds

Attachment (yes): Yes

Brief Summary of Presentation or Topic (no more than a few sentences): Discussion of the 2023-2024 Progress Monitoring Calendar Covered Topics. A year end review to discuss plus's, gaps, and the 2024-2025 structure.

MONTH	PURPOSE	PROGRESS MONITORING TOPICS (Subject to Change)
August 3, 2023 Retreat	**Progress monitoring of district goals to ensure alignment of district efforts, resources, policies, and procedures**	**Success Planning Board Workshop** - Retreat to share annual progress monitoring plan and ensure alignment with Board goals and priorities. **Discuss Progress Monitor Plan**
August 9, 2023		**Overview of Progress Monitoring Plan** **High-Level Action Card Overview**
September 7, 2023		**Supporting Every Student** - Kindergarten Task Force Update and Summary of Test Results **Advancing Equity** - - Tribal Consultation and Concurrence / Non-Concurrence Update **Improving Systems** - Recruiting and Retaining - Recruitment Videos/New Hire Orientation
October 3, 2023		**Supporting Every Student** - Middle School Model and Student Achievement Update (School Improvement Planning Process) **Advancing Equity** -Plan for 2023-24 Educational Equity Framework **Improving Systems** - Staffing/Budget Meetings
November 15, 2023		**Supporting Every Student** - MTSS SEB Updates **Advancing Equity** - Instructional Leadership Academy **Improving Systems** - Facilities Capacity
December 5, 2023		**Supporting Every Student** - World's Best Workforce **Advancing Equity** - World's Best Workforce **Improving Systems** - World's Best Workforce
January 9, 2024		**Supporting Every Student** - Special Education Update **Advancing Equity** - Equity Committees Updates

		Improving Systems - Retention - Employee Wellness
February 6, 2024		**State of the District**- Mid-Year Review **Supporting Every Student** - CTE Career Pathways **Advancing Equity** - Equity Committees Updates **Improving System** - Family Engagement
March 5, 2024		**Supporting Every Student** - Modern Classroom **Advancing Equity** -American Indian Ed and Achievement and Integration Plan Updates **Improving Systems** - 2024-2025 Staffing Forecast/ Hiring Timelines, Safety and Security Overview
April 2, 2024		**Supporting Every Student** - PLC Update **Advancing Equity** - Recruitment and Retention Efforts - A&I and HR **Improving Systems** - Preliminary Budget and Resource Allocation
May 7, 2024		**Improving Systems-** Teachers On Call
June 13, 2024		**Supporting Every Student** - College Career Readiness, and Duluth Adult Education **Advancing Equity** -Family and Community Engagement Efforts Update **Improving Systems** - Budget planning for next year
August 2024		**Departmental/School Success Plans Status Update** - End of Year Report and Next Steps **Success Planning Board Workshop** - Retreat to share annual progress monitoring plan and ensure alignment with Board goals and priorities. **Discuss Progress Monitor Plan**

PROGRESS MONITORING TOPICS for 23-24

MONTH	Supporting Every Student Advancing Equity Improving Systems
August 3, 2023 Retreat	
August 9, 2023	Presentation and Video of the Unity in Our Community Event held August 2022
September 7, 2023	*Discussion-School Begins, The last weeks of Summer, and Transportation *Supporting Every Student: Kindergarten Task Force Update-Brenda Spartz *Improving Systems: Booster Club Guidelines 23-24-Simone Zunigh *Recruiting and Retaining-Theresa Severance *Improving Systems and Enhancing Communication with the Public-John Magas *Resolution of Concurrence and Non-Concurrence-Anthony Bonds *Presentation-Student Performance Data and Key Improvements Strategies and Efforts-Binesiikwe
October 3, 2023	*Improving Systems: Staffing and Budget Meetings-Booster Club Updates-Simone Zunich *Supporting Every Student: Middle School Model and Student Achievement Update-Jen Larva *District Initiative Update: Continuous Improvement Teams (CITs)-Tawnyea Lake *Advancing Equity: 23-24 Educational Equity Framework Development Plan-Nate Smith
November 15, 2023	*Improving Systems: Facilities Capacity, Lincoln Park Middle School Occupancy-Theresa Severance *Advancing Equity: Instructional Leadership Academy Board Update-Jen Larva and Brenda Spartz *Supporting Every Student: MTSS SEB Updates-Jacob Laurent

	*22-23 Annual Report to the Public about Head Start program from the most recent concluded fiscal year-Sherry Williams
December 5, 2023	*Duluth Community School Collaborative-Full-Service Community School Update for Myers-Wilkins, Lincoln Park, and Denfeld-Kelsey Gantzer (DCSC Executive Director) and Angel Nustad-Peluso (DCSC Program Director) *World Best Workforce Annual Meeting-A Report to the Community-Tawnyea Lake, Jen Larva, Brenda Spartz, Jen Jaros, Heidi Schuchman, Dale Uselman, Lora Thurston, and Danette Seboe
January 9, 2024	*Discussion: Duluth Transit Authority Partnership DTA Pass Program-Adelle Wellens *Presentation: Baird Financial Update to discuss possible referendum in the spring with an overview of district finances for potential referendum-Michael Hoheisel, matt Rantapaa, and Sam Hylle *Advancing Equity: Education Equity Advisory Committee & Subcommittees to provide what the Committee and Subcommittees are-Nate Smith *Supporting Every Student:Special Services Update-Jason Crane and Lora Thurston *Improving Systems: Employee Wellness Initiatives-Kinsey Klasnich, Benefits Coordinator *Presentation: Head Start Governing Board Training-Sherry Williams
February 6, 2024	*24-25 Course Changes to be brought to the Board for Approval-Jen Larva and Dale Uselman *Mid-Year State of the District-John Magas *Advancing Equity: Education Equity Advisory Committee-Nate Smith *Family Engagement Framework-Adelle Wellens and Shalon Monroe
March 5, 2024	*Annual Compliance of Concurrence and Non-Concurrence Overview of District Actions to include Annual Compliance Documents, 22-23 Resolution of Concurrence and Non-Concurrence, Final District Action Steps of Non-Concurrence Mid-Year Check in, and American Indian Parent Advisory Committee Vote of Non-Concurrence 23-24-Anthony Bonds *Advancing Equity: American Indian Education and Achievements-Amber Greensky: Chair of American Indian Education Parent Advisory Committee (Q & A conversation) Presentation from new Coordinator-Jen Garbow *Supporting Every Student: Presentation on Modern Classroom-Sally Weidt *Improving Systems: Safety and Security Overview-Taylor Dickinson CSP

April 2, 2024	***Improving Systems: RFPs, Bids, and Quotes FY25 Budget Timeline and Overview-Purchasing Protocol-FY25 Proposed Budget Working Doc-Simone Zunich** ***24-25 Staffing Forecasting and Hiring Timelines-Theresa Severance** ***Head Start Self Assessment, Analysis of 22-23 Program Year-Head Start Federal Grant-Head Start Transportation Waiver-Sherry Williams** ***Supporting Every Student: PLC (Professional Learning Community) Update on District PLC Committee work and Progress-Breda Spartz**
May 7, 2024	***Advancing Equity: Office of Education Equity Achievement Integration Plan-Nate Smith** ***Supporting Every Student: Secondary Updates-Plans and Recommendations on Middle School Model and 7 Period Day 24-25 School Year-Jen Larva and Danette Seboe** ***Improving Systems: Teachers On Call, Duluth Mid-Year Review-Theresa Severance** ***FY25 Proposed Budget-Simone Zunich** ***Early Childhood Family Education (ECFE) Updates and 50th Anniversary and Reunion (ECFE)-Jen Jaros** ***Check and Connect Updates 23-24 School Year with testimonials from Students and Families-Sarah Laulunen** ***Duluth Adult Education Update (DAE) Update-Angie Frank**
June 13, 2024	***Discuss Progress Monitoring Calendar-Look for Gaps and Updates for 24-25 School Year** ***Advancing Equity: Family Engagement Efforts Update- Adelle Wellens and Shalon Monroe** ***Supporting Every Student: Student Handbook to come forward-** ***Improving Systems: Budget Planning for Next Year-Simone Zunich**
August 2024	***Departmental/School Success Plans Status Update - End of Year Report and Next Steps** ***Success Planning Board Workshop - Retreat to share annual progress monitoring plan and ensure alignment with Board goals and priorities**

Supporting Every Student
Duluth Public Schools staff will work in collaboration to determine all students' learning, behavioral, and social-emotional strengths and challenges. We will utilize a multi-tiered system of supports to improve instructional practices to best meet the needs of every learner. Strategies will be implemented to create positive and safe learning environments. Students will be provided additional support to grow and improve through intervention and enrichment.

To accomplish this, we are committed to:

- Improving schedules and programming for our elementary, middle and high schools to allow for students to have multiple options for courses including "real life" classes and extracurricular activities.
- Focusing on literacy across all content areas with additional focus on early literacy
- Providing Social Emotional Learning for all pre-K-12 students and give access to resources that support their mental health and social-emotional learning.
- Implementing restorative practices and alternatives to suspension allowing us to improve behavior and treat students respectfully when they make a mistake.
- Improving comprehensive supports for high school students by expanding our Check & Connect program so students feel welcomed, heard, engaged and happy at school.
- Developing career pathways for all students to ensure engagement and success after high school.

Advancing Equity:
Duluth Public Schools will be a place where everyone feels a sense of belonging and accomplishment. We are committed to strengthening relationships and building trust with all communities. We are dedicated to advancing an Education Equity Framework implementation and accountability plan to increase our ability to think, behave, work, and lead with an equity mindset. As part of the plan, all staff will receive on-going diversity, equity, and inclusion training.

To accomplish this, we are committed to:

- Building trust with diverse communities through family and community engagement through multiple communication methods
- Aligning systems to the Minnesota 10 Commitments of Equity to provide equitable resources to sustainably support students' academic, social-emotional behavioral, and socio-economical needs
- Engaging in implicit bias training for staff and equity-based instructional leadership training for administration
- Diversifying staff at all levels of our organization, which values relationships, teamwork and inclusivity
- Partnering through frequent tribal consultation with the Fond du Lac Ojibwe Tribe.

Improving Systems:
Duluth Public Schools engages in continuous improvement to support services, processes, and resource allocation. Our continued focus on recruiting and retaining highly effective, dedicated, and diverse staff will ensure our ability to educate, support and inspire our students to reach their full potential. We will ensure clean, safe and appropriate learning environments. We are committed to a budget that meets the educational needs of our students through improved financial forecasting to better align our resources with our district priorities.

To accomplish this, we are committed to:

- Recruiting and retaining world-class staff while engaging in a Grow Your Own staff diversification program
- Analyzing capacity and programing needs throughout the district to allow for appropriate class sizes and individualized student attention to meet needs
- Providing equitable food and nutrition to give students a variety of options
- Providing safe, high quality environments for students, staff and families
- Continuing to seek out new grants and revenue opportunities to meet our needs

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, June 13, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 507.5 School Resource Officers (Deletion of 1155 Police Department Relationship & 2035 Police-School Liaison Officers)) 2
3. **POLICIES FOR SECOND READING**
   - A. 902 Use of School District Facilities and Equipment (Deletion of 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R) 7
   - B. 205 Open Meetings and Closed Meetings 25
   - C. 207 Public Hearings 49
   - D. 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student 53
4. **POLICIES FOR REVIEW**
   - A. 204 School Board Meeting Minutes 59
   - B. 507 Corporal Punishment and Prone Restraint 71
5. **REGULATIONS - Informational**
   - A. 902R Facilities Use Guide 76
6. **OTHER**

*Adopted:*_____ *MSBA/MASA Model Policy 507.5*
Orig. 2024

*Revised:*_____

507.5 SCHOOL RESOURCE OFFICERS

[Note: The provisions of this policy substantially reflect statutory requirements. School districts utilizing school resource officers may choose to adopt this policy.]

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.

B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

A. A school resource officer's contractual duties with the school district shall include:

1. fostering a positive school climate through relationship building and open communication;

2. protecting students, staff, and visitors to the school grounds from criminal activity;

3. serving as a liaison from law enforcement to school officials;

4. providing advice on safety drills;

5. identifying vulnerabilities in school facilities and safety protocols;

6. educating and advising students and staff on law enforcement topics; and,

7. enforcement of criminal laws.

B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.

C. A school resource officer must not use force or the authority of their office solely to

enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

A. Except as provided for in paragraphs V.B., V.C., and V.D. below, beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.

B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.

C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.

D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

~~1155 POLICE DEPARTMENT RELATIONSHIP~~

~~The schools have an obligation to cooperate with police officers in law enforcement and crime prevention. A cooperative climate shall be maintained between School District officials and law enforcement agencies. The schools also have an obligation to protect the legal rights of children who are in their charge. The purpose of this statement of policy is to clarify the responsibility of the principal when police officers want to interrogate a pupil in the course of their investigation of some violation of the law or wish to take a pupil into custody.~~

1. ~~When a regular Duluth police officer, in the line of duty, makes a demand that a pupil accompany him to police headquarters for questioning, this constitutes technical arrest, and no teacher or principal has a right to interfere. Full responsibility is assumed by the arresting officer. The principal should notify the parents promptly. The arresting officer shall sign a form signifying that he is taking the student into custody.~~

2. ~~This policy shall apply only to regular officers of the Duluth Police Department. No child shall be surrendered to a "special police officer" serving a private organization. There are circumstances under which a peace officer from some other jurisdiction can make an arrest even without a warrant. If an officer from outside Duluth seeks to arrest a pupil without a warrant, the principal should immediately notify the Duluth Police Department, which will send one of its own officers to make the actual arrest.~~

3. ~~Agents of the Federal Government, Postal Inspectors, Treasury agents, and agents of the Federal Bureau of Investigation also have the power of arrest. Normally, their contacts with the school will be for the purpose of investigation, and they cooperate with the local police in making arrests. However, on occasion this authority may be exercised directly; and when they feel it necessary to take a student into their custody, they should sign a blank stating this and leave it with the school.~~

4. ~~A student may be questioned by a police officer at the school in the presence of the principal or some person designated by him. The same opportunity shall be given to members of the Arson Squad, the sheriff or his deputy, and agents of the Federal Government.~~

5. ~~Occasionally, other kinds of requests may be made by a police officer. Examples are: requesting a child to be a witness, or requesting that a child accompany the officer to the scene of a crime. The parent should be contacted before granting such requests unless it is established that the parent or guardian has given written consent.~~

~~Adopted: 06-09-1970 ISD 709~~
~~Revised: 06-20-1995 ISD 709~~

2035 POLICE-SCHOOL LIAISON OFFICERS

For the positions of Police-School Officers, when mutually agreed upon by the School District and the City of Duluth, the candidates shall be selected by the Chief of Police, recommended by the Superintendent of Schools, and approved by the School Board. The principal of the school affected will consult with the Superintendent relative to the recommendation being made. It must be understood by all parties involved in the selection process of Police School Liaison Officers that the office must have a particular interest in children and an aptitude for working with them.

Adopted: 06-09-1970 ISD 709
Revised: 06-20-1995 ISD 709

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district community education office. The district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
   ii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iii. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   iv. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
    i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
902R Facilities Use Guide ISD 709

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading: 05.07.24
Second Reading:
Adopted:

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

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II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

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D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

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   i. 709 District Groups
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   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
   ii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iii. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   iv. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
    i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
902R Facilities Use Guide ISD 709

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading: 05.07.24
Second Reading:
Adopted:

902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district ~~administrative office~~ community education office. The ~~administration~~ district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming*
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
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c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
   ii. This does not include charging admission to cover direct activity expenses.
   iii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iv. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   v. Non-Duluth based non-profits, schools, colleges and

universities, youth sport and athletic associations.

d. Class IV - Subject to fees
   i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

1130 GENERAL USE OF SCHOOL FACILITIES

The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective. The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals, at no charge, subject to the following conditions:

1. The requirements of the school program will receive priority in the assignment of school facilities.
2. School-related organizations, such as parent teacher student organizations and professional educational organizations will be given priority over non-related organizations.
3. The community education program will take precedence over non-educational programs.
4. Approved student groups will be given priority over adult groups.
5. Regular building custodial personnel are on duty and performing normal in-session activities.

School equipment may be used by non-school organizations or individuals. Removal of school equipment from buildings to which assigned, to be used for non-school purposes, is not authorized. Requests for equipment to be used shall be made when applying for building permit and noted thereon. A charge will be made for audio-visual equipment as listed in the auditorium fee schedule.

School facilities will be available for use on Saturdays, Sundays, or holidays. Any permits issued for buildings which are not staffed with custodial personnel at the time requested, will have a usage fee charged for said services. Any group utilizing school facilities must maintain proper and sufficient supervision of the group to ensure continuance of their permit authorization. The building principal and the Community Education Coordinator, in cooperation with the building engineer, will make final determination of adequacy of supervision. If supervision is determined to be inadequate by an agent of the School District, the use permit may be revoked.

Adopted: 06-09-1970 ISD 709
Revised: 09-26-1972
07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.1R USE OF SCHOOL FACILITIES INFORMATION - APPLICATION FOR USE OF SCHOOL BUILDING

Applications for use of buildings and grounds may be obtained at the facility being requested.

The application must be completed in full and must be signed by at least one adult supervisor and be submitted to the principal and Community Education Office for approval. Such application must be filed at least two days prior to the date requested and at least five days prior when overtime is involved.

Users of school facilities may be subject to rental fees as determined by the School Board and published in a separate fee schedule.

Meeting Place
Users must strictly adhere to rules prohibiting the overcrowding of rooms.
It will be necessary for all schools to schedule, in advance, the use of their buildings for all school activities to eliminate potential scheduling problems with outside agencies/groups desiring building usage. Schedules of school related events must be submitted to the Community Education office.

Regular Meetings and Hours
Applications should be made quarterly for use of rooms/facilities for regular meetings.

Activities
No charge shall be made to the following groups for use of schools on week nights during the school year: regular scouting activities, PTSAs, community clubs, adult community groups, and adult education. Permits will be allowed where there is no conflict with regular school activities. When extra custodial staffing or overtime is required, such costs shall be charged to the program or activity incurring such cost.

A request for use of a facility, unusual in either character or length of time, shall be submitted to the Superintendent or the Community Education Coordinator for consideration.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.2R - USE OF SCHOOL FACILITIES

General Regulations

No group or organization may sublet use of a building/facility to any other group. Responsibility and liability for injury to persons or damage to School Board property shall be assumed by the organization or individual signing the application.

Any non-school group using the facilities or building and charging admission or requesting donations shall be subject to a rental fee. Any non-school adult group that pays a fee to another organization will be subject to a rental fee. Permits for use of buildings and facilities on Saturdays, Sundays, holidays and recess periods when school is not in session may be issued upon approval of the principal and Community Education Office. Maximum participation and utilization of buildings and facilities shall be made. Specific attendance requirements shall be determined for special areas such as gymnasiums, swimming pools, lunchrooms, and kitchen facilities.

When school is not in session during summer recess periods, all requests for building usage shall be processed by the Community Education Office, Central Administration Building. Groups originating outside the boundaries of the School District, requesting school facility usage, shall be charged a usage fee. Permit holders shall be responsible persons at least eighteen (18) years of age. Recreational leaders and instructors must be responsible and qualified individuals. No leader may place a substitute in charge of a group without securing approval from the principal and Community Education Coordinator.

Attendance shall be based upon the nature of the activity and the facilities used, as stated in the permit. Maximum utilization of school facilities shall be considered when granting a permit. Any group holding a blanket permit for use of school facilities that fails to appear for two (2) consecutive periods, may forfeit the remainder of the permit at the discretion of the principal and/or the Community Education Coordinator. A permit may be canceled by the principal and/or the Community Education Coordinator due to conduct, infractions of rules, or security procedures.

The custodian-engineer on duty shall supervise the operation of the physical plant and shall not be required to supervise groups or activities. Users will adhere to specific rules for use of special areas such as gymnasiums, swimming pools, kitchen and lunchroom facilities. Buildings shall be vacated by the time specified on the building permit. Activities must be concluded in time to provide clearance of the buildings by the time specified on building use permit or overtime charges will be incurred.

Flags, other than the United States and the State of Minnesota, cannot be displayed at any time on the school buildings or grounds or within the building except on special permission of the Superintendent of Schools. The United States flag should not be removed from any building, room or facility in which it is displayed.

The use of golf clubs, golf balls, and hard baseballs is limited to designated areas of school grounds and in school buildings. Permit holders are required to pay for necessary policing and for any damages to bleachers or grounds other than normal wear and tear as determined by the School Board. Use of school physical education equipment, athletic equipment, and supplies shall be permitted. Use of apparatus is permitted only when a qualified instructor is present.

Audio-visual equipment shall be operated only by individuals certified by the Media Services Department, such as audio-visual cadets.

Smoking is not permitted in school buildings or on school grounds.

In conformity with the Uniform Fire Code Article 26, Section 26.106, all decorations used in places of public assembly (classroom, auditoriums, etc.) shall be fireproof materials or sprayed with a fireproof solution. Approval for the use of any decorations shall be obtained from the building engineer prior to the use of and installation of said items.

Alcoholic beverages are not permitted on school premises. Gambling is not allowed on school property, except for the purpose of raffles as allowed within MN Statute 609.761 sub. 5, and guidelines set forth by the Duluth Public Schools. All raffles must be pre-approved by the Director of Business Services or his/her designee.

School Activities Conducted After the Close of the Regular School Day

The principal may reserve any part of a school building or grounds for school purposes. Permits shall be required but no limit to the number of meetings will be set for those activities considered part of regular school program. The facility or building must be open and the approval of the principal and the Community Education Office must be obtained. An activity supervisor must be present from the time of entry into the facility until the time of departure of the group. Permits for non-school activities will be processed on a quarterly basis.

Principals or designated employees of the School District are permitted to use the building without charge after school hours, Saturdays, and Sundays for committee, small group meetings, or School District sponsored co-curricular activities, such groups not to exceed fifteen (15) persons. Regular permit procedures shall apply. The principal or designated employee as identified on the permit shall be subject to the following conditions:

1. Principals or designated employees of the School District shall assume responsibility for securing of the building at the conclusion of such activity.
2. If the building is not secured properly and it is necessary to call an engineer back, the charges for the engineer shall be assessed to the department or individual assuming responsibility for opening the building.
3. Areas that have been used under this procedure shall be left in a condition that will accommodate the program designated for that location on the following day.

The engineer or a member of the maintenance staff need not be present. The use of the building will be entered on the Building Use Schedule. For groups larger than fifteen (15) persons, the regular permit procedure will apply.

Parent-Teacher-Student Association Meetings

Parent-Teacher-Student Associations and their subdivisions are required to obtain building use permits but shall not be required to pay a rental fee, unless a building is not staffed or overtime charges are incurred. It is recommended that PTSA meetings be scheduled when the building is staffed by the regular custodial staff.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995
10-18-2005 ISD 709

1130.3R USE OF SPECIFIC AREAS - SWIMMING POOLS

Maximum number using pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted.

Participants shall provide their own towels. Mixed groups shall have a male and female adult supervisor in attendance.

Time allotment in the pool shall be limited to a maximum of one (1) hour. One-half (½) hour will be allowed for showering and dressing.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered by the School District. Approval shall be obtained in advance from the principal and Community Education Coordinator.
The following rules shall be adhered to by all groups using pool facilities:

1. Take a hot soap shower, without suit, before and after swimming.
2. Use lavatories before swimming.
3. Remove bandages, plasters, tape, bobby pins, and gum before entering pool.
4. Enter and leave the water at lifeguard's request.
5. Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving board.
6. Remain out of the diving area while diving board is used.
7. Wait until others are out of the diving area before completing a dive.
8. Stay off diving board when occupied by another person. Take only one bounce when diving.
9. Swim straight out of diving area after completing a dive.
10. Report illness or injury to lifeguard or swimming instructor.
11. Stay in pool area suited to swimmer's ability or area designated by lifeguard or swimming instructor.
12. If assigned to a buddy, partner, or group, stay with the person or group until dismissed.
13. Persons with long hair are required to wear swim caps.
14. The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard. The attendant will supervise the locker and shower areas for safety and cleanliness.
15. The lifeguard shall allow the use of approved equipment in the pool. Inner tubes and other inflated objects, towels, and metal objects are not permitted.
16. The lifeguard shall not allow more than fifty (50) swimmers in the swimming pool.
17. There shall be one lifeguard for every twenty-five (25) swimmers.
18. The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
19. A first-aid kit shall be available for preliminary first aid.
20. Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.

Telephones in pool areas are provided for EMERGENCY use only.

Group or individuals using the pool and/or gym are responsible for their own valuables.

Duties and Responsibilities of Lifeguard and/or Attendant

The lifeguard shall be dressed appropriately for swimming with official insignia on suit for identification.

The lifeguard, while on duty, shall not give swimming instructions.

The lifeguard, while on duty, shall not go into the water except to perform a rescue operation.

The lifeguard, while on duty, shall be responsible for the safety of the swimmers and shall never leave the pool area. An attendant shall collect fees, inspect swimmers, and take roll, when necessary. In an emergency all participants shall get out of the water and follow lifeguard's instructions.

During swimming time, the lifeguard or instructor shall be so located that he/she has an unobstructed view of the entire pool area.

The lifeguard shall check the lifesaving equipment periodically to determine if it is serviceable, properly racked, and placed in pool area.

The lifeguard shall check pool area and diving board for safe conditions before allowing swimmers into pool area.

The attendant shall require all swimmers to report to lifeguard or instructor before entering pool area. Swimmers are subject to any rules and regulations deemed necessary for the good and safety of all.

The lifeguard or attendant shall make foot checks periodically.

The lifeguard and attendant shall enforce rules of cleanliness, sanitation, safety, and conduct.

The lifeguard shall see that lifesaving equipment is not used for play purposes.

The lifeguard shall see that the exits are not locked when swimmers are using dressing and shower facilities and/or swimming pool.

The lifeguard shall see that a telephone or signaling device is available for the lifeguard or instructor to summon help in cases of emergency.

Kitchen and Cafeteria Facilities

The principal and Community Education Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board.

Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to.

The permit holder shall comply with the following restrictions:

1. No home canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
2. None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
   a. Casseroles containing meat, fish or poultry.
   b. Baked ham, roasted poultry, roasted pork.
   c. Salads and sandwiches containing meat, fish, poultry or eggs.
   d. Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures. e. Custard-filled pastries including éclairs and cream puffs or other custard filled products.
3. Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Regular School Libraries

School libraries are geared to school curriculum and not general public use. Should a community feel it important to open a local school library, the following usage procedure is required:

1. A request for library facility usage shall be filed with the principal and Community Education Coordinator and coordinated with the school librarian.
2. A trained person shall be on duty at all times.
3. Any person checking materials out of the library shall be identified by name, address telephone number.
4. Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the library facility.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Community Education Coordinator.

There will be no charge for the use of elementary and secondary school grounds.
Rental charges for the use of Public Schools Stadium shall be determined by the School Board.

Professional contests shall not be played on school athletic fields or playgrounds without School Board approval.

Industrial Arts Facilities

The industrial arts teacher shall be responsible for all equipment in an industrial arts facility.

Programs using industrial arts facilities shall be approved by the Community Education Office.

Gymnasiums

Gymnasiums may be used by organizations for recreation and instruction purposes.

1. No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
2. Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
3. Each leader shall be held responsible for enforcement of all safety and security regulations.
4. Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
5. Use of School District owned physical education and athletic equipment and supplies will be permitted if authorized by the principal or Community Education Coordinator.
6. Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal or Community Education Coordinator.

Approved: 06-26-1972 ISD 709
Revised: 07-18-1978
08-10-1982
12-11-1984
06-20-1995 ISD 709

1130.4R USE OF SCHOOL FACILITIES - CUSTODIAL CHARGES

Whenever extra custodial costs are generated by programs taking place in the schools, such costs shall be billed to the department involved. The following classifications designate specific departmental codes to be charged for various activities requiring extra staff. Building permits for activities requiring extra custodial staffing which are not related to the regular school program shall receive final approval from the Community Education Office. Custodial costs for activities not part of the regular K-12 program shall be billed to Community Education.

The groups listed below will pay a facility usage fee only when it is necessary to add extra staff or overtime is incurred during evening, weekend, and holiday hours. If a group charges admission or requests donations for any activity, they shall be charged a usage fee. Approval for usage and fee assessments shall be determined by the Community Education Office. Such groups include:

Churches	Community Clubs	PTA/PTSA Activities
Caucuses	Dance Studios	Scouting Activities
City Council	Elections	YMCA
Civil Service Board	Hockey Programs	Youth Basketball
Commercial Use	Political Conventions	YWCA
Community Adult Activities	Pow Wows	

Operations
The cost of extra custodial staffing will be charged to the building operations for school sponsored programs and school related activities with the approval of the principal.

Basketball Games	Inservice	School Activities
Dances	Lock In Elementary	Speech Meets
High School Footbal	Plays	Swim Teams

Summer School
Custodial staff costs for the summer school gym and swim program will be charged to the summer school budget.

Child Nutrition
The Child Nutrition Department shall pay its proportionate share of custodial staff costs.

Approved: 06-26-72 ISD 709
Revised: 07-18-78
08-10-82
12-11-84
06-20-95 ISD 709

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person

who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide

to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice,

for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

   a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

   b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

   c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

   a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

   b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

   c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

   d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.

   e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

   a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in

or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:
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MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading: 05.07.2024
Second Reading:
Adopted:

205 OPEN MEETINGS AND CLOSED MEETINGS

[Note: The provisions of this policy accurately reflect Minnesota's Open Meeting Law statutes and are not discretionary in nature.]

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

B. The purpose of this policy is to provide guidelines to assure the rights of the public to be present at school board meetings, while also protecting an individual's rights to privacy under law, and to close meetings when the public interest so requires as recognized by law.

II. GENERAL STATEMENT OF POLICY

A. Except as otherwise expressly provided by statute, all meetings of the school board, including executive sessions, shall be open to the public.

B. Meetings shall be closed only when expressly authorized by law.

III. DEFINITION

"Meeting" means a gathering of at least a quorum of school board members or quorum of a committee or subcommittee of school board members, at which members discuss, decide, or receive information as a group on issues relating to the official business of the school board. The term does not include a chance or social gathering or the use of social media by members of a public body so long as the social media use is limited to exchanges with all members of the general public. For purposes of the Open Meeting Law, social media does not include e-mail.

IV. PROCEDURES

A. Meetings

1. Regular Meetings

A schedule of the regular meetings of the school board shall be kept on file at the school district office. If the school board decides to hold a regular meeting at a time or place different from the time or place stated in its regular meeting schedule, it shall give the same notice of the meeting as for a special meeting.

2. Special Meetings

a. For a special meeting, the school board shall post written notice of the date, time, place, and purpose of the meeting on the principal bulletin board of the school district or on the door of the school board's usual meeting room if there is no principal bulletin board. The school board's actions at the special meeting are limited to those topics included in the notice.

b. The notice shall also be mailed or otherwise delivered to each person who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

c. As an alternative to mailing or otherwise delivering notice to persons who have filed a written request, the school board may publish the notice once, at least three days before the meeting, in the official newspaper of the school district or, if none, in a qualified newspaper of general circulation within the area of the school district.

d. A person filing a request for notice of special meetings may limit the request to particular subjects, in which case the school board is required to send notice to that person only concerning those particular subjects.

e. The school board will establish an expiration date on requests for notice of special meetings and require refiling once each year. Not more than sixty (60) days before the expiration date of request for notice, the school board shall send notice of the refiling requirement to each person who filed during the preceding year.

3. Emergency Meetings

a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

[Note: While the statute leaves the question to the board of whether the circumstances require immediate consideration at an emergency meeting, advisory opinions of the Minnesota Commissioner of Administration would limit such meetings to responding to natural disasters or health epidemics caused by an event such as an accident or terrorist attack.]

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

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materials relating to the agenda items of a closed meeting.

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1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

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1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

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The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section

13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open

meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

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Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

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MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading:
Second Reading:
Adopted:

205 OPEN MEETINGS AND CLOSED MEETINGS

I. PURPOSE

A. The school board embraces accountability and transparency in the conduct of its business, in the belief that openness produces better programs, more efficient administration of programs, and an organization more responsive to public interest and less susceptible to private interest. The school board shall conduct its business under a presumption of openness. At the same time, the school board recognizes and respects the privacy rights of individuals as provided by law. The school board also recognizes that there are certain exceptions to the Minnesota Open Meeting Law as recognized in statute where it has been determined that, in limited circumstances, the public interest is best served by closing a meeting of the school board.

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IV. PROCEDURES

A. Meetings

1. Regular Meetings

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2. Special Meetings

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b. The notice shall also be mailed or otherwise delivered to each person

who has filed a written request for notice of special meetings. This notice shall be posted and mailed or delivered at least three days before the date of the meeting.

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a. An emergency meeting is a special meeting called because of circumstances that, in the school board's judgment, require immediate consideration.

b. If matters not directly related to the emergency are discussed or acted upon, the minutes of the meeting shall include a specific description of those matters.

c. The school board shall make good faith efforts to provide notice of the emergency meeting to each news medium that has filed a written request for notice if the request includes the news medium's telephone number.

d. Notice of the emergency meeting shall be given by telephone or any other method used to notify the members of the school board.

e. Notice shall be provided to each news medium which has filed a written request for notice as soon as reasonably practicable after notice has been given to the school board members.

f. Notice shall include the subject of the meeting.

g. Posted or published notice of an emergency meeting shall not be required.

h. The notice requirements for an emergency meeting as set forth in this policy shall supersede any other statutory notice requirement for a special meeting that is an emergency meeting.

4. Recessed or Continued Meetings

If a meeting is a recessed or continued session of a previous meeting, and the time and place of the meeting was established during the previous meeting and recorded in the minutes of that meeting, then no further published or mailed notice is necessary.

5. Closed Meetings

The notice requirements of the Minnesota Open Meeting Law apply to closed meetings.

6. Actual Notice

If a person receives actual notice of a meeting of the school board at least twenty-four (24) hours before the meeting, all notice requirements are satisfied with respect to that person, regardless of the method of receipt of notice.

7. Meetings during Pandemic or Chapter 12 Emergency

In the event of a health pandemic or an emergency declared under Minnesota Statutes chapter 12, a meeting may be conducted by telephone or interactive technology in compliance with Minnesota Statutes section 13D.021.

8. Meetings by Interactive Technology

A meeting may be conducted by interactive technology, Zoom, Skype, or other similar electronic means in compliance with Minnesota Statutes section 13D.02.

B. Votes

The votes of school board members shall be recorded in a journal or minutes kept for that purpose. The journal or any minutes used to record votes of a meeting must be open to the public during all normal business hours at the school district's administrative offices.

C. Written Materials

1. In any open meeting, a copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and distributed to or available to all school board members shall be available in the meeting room for inspection by the public while the school board considers their subject matter.

2. This provision does not apply to materials not classified by law as public, or to materials relating to the agenda items of a closed meeting.

D. Open Meetings and Data

1. Meetings may not be closed to discuss data that are not public data, except as provided under Minnesota law.

2. Data that are not public data may be discussed at an open meeting if the disclosure relates to a matter within the scope of the school board's authority and is reasonably necessary to conduct the business or agenda item before the school board.

3. Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

E. Closed Meetings

1. Labor Negotiations Strategy

a. The school board may, by a majority vote in a public meeting, decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to Minnesota's Public Employment Labor Relations Act (PELRA)

b. The time and place of the closed meeting shall be announced at the public meeting. A written roll of school board members and all other persons present at the closed meeting shall be made available to the public after the closed meeting. The proceedings of a closed meeting to discuss negotiation strategies shall be tape recorded, and the tape recording shall be preserved for two years after the contract discussed at the meeting is signed. The recording shall be made available to the public after all labor contracts are signed by the school board for the current budget period.

2. Sessions Closed by Bureau of Mediation Services

All negotiations, mediation meetings, and hearings between the school board and its employees or their respective representatives are public meetings. Mediation meetings may be closed only by the Commissioner of the Bureau of Mediation Services (BMS). The use of recording devices, stenographic records, or other recording methods is prohibited in mediation meetings closed by the BMS.

3. Preliminary Consideration of Allegations or Charges

The school board shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the school board members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

4. Performance Evaluations

The school board may close a meeting to evaluate the performance of an individual who is subject to its authority. The school board shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the school board shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting. A closed meeting for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

5. Attorney-Client Privilege Meeting

A meeting may be closed if permitted by the attorney-client privilege. Attorney-client privilege applies when litigation is imminent or threatened, or when the school board needs advice above the level of general legal advice, for example, regarding specific acts and their legal consequences. A meeting may be closed to seek legal advice concerning litigation strategy, but the mere threat that litigation might be a consequence of deciding a matter one way or another does not, by itself, justify closing the meeting. The motion to close the meeting must specifically describe the matter to be discussed at the closed meeting, subject to relevant privacy and confidentiality considerations under state and federal law. The law does not require that such a meeting be recorded.

6. Dismissal Hearing

a. A hearing on dismissal of a licensed teacher shall be public or private at the teacher's discretion. A hearing regarding placement of teachers on unrequested leave of absence shall be public.

b. A hearing on dismissal of a student pursuant to the Pupil Fair Dismissal Act shall be closed unless the pupil, parent, or guardian requests an open hearing.

c. To the extent a teacher or student dismissal hearing is held before the school board and is closed, the closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

7. Coaches; Opportunity to Respond

a. If the school board has declined to renew the coaching contract of a licensed or nonlicensed head varsity coach, it must notify the coach within fourteen (14) days of that decision.

b. If the coach requests the reasons for the nonrenewal, the school board must give the coach its reasons in writing within ten (10) days of receiving the request. The existence of parent complaints must not be the sole reason for the school board not to renew a coaching contract.

c. On the request of the coach, the school board must provide the coach with a reasonable opportunity to respond to the reasons at a school board meeting.

d. The meeting may be open or closed at the election of the coach unless the meeting is closed as required by Minnesota Statutes section 13D.05 to discuss educational or certain other nonpublic data.

e. A meeting closed for this purpose must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

8. Meetings to Discuss Certain Not Public Data

a. Any portion of a meeting must be closed if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data collected or created by a law enforcement agency;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data; or

(4) an individual's personal medical records.

b. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

9. Purchase and Sale of Property

a. The school board may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the school district;

(2) to review confidential or nonpublic appraisal data; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

b. Before closing the meeting, the school board must identify on the record the particular real or personal property that is the subject of the closed meeting.

c. The closed meeting must be tape recorded at the expense of the school district. The tape must be preserved for eight years after the date of the meeting and be made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school board has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of school board members and all other persons present at the closed meeting must be made available to the public after the closed meeting.

d. An agreement reached that is based on an offer considered at a closed meeting is contingent on its approval by the school board at an open meeting. The actual purchase or sale must be approved at an open meeting and the purchase price or sale price is public data.

10. Security Matters

a. The school board may close a meeting to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures, and to discuss security deficiencies in or recommendations regarding public services, infrastructure, and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses.

b. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting.

c. Before closing a meeting, the school board must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting.

d. The closed meeting must be tape recorded at the expense of the school district and the recording must be preserved for at least four years.

11. Other Meetings

Other meetings shall be closed as provided by law, except as provided above. A closed meeting must be electronically recorded at the expense of the school district, and the recording must be preserved for at least three years after the date of the meeting. The recording is not available to the public.

F. Procedures for Closing a Meeting

The school board shall provide notice of a closed meeting just as for an open meeting. A school board meeting may be closed only after a majority vote at a public meeting. Before closing a meeting, the school board shall state on the record the specific authority permitting the meeting to be closed and shall describe the subject to be discussed.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 121A.47, Subd. 5 (Exclusion and Expulsion Procedures)
Minn. Stat. § 122A.33, Subd. 3 (License and Degree Exemption for Head Coach)
Minn. Stat. § 122A.40, Subd. 14 (Employment; Contracts; Termination)
Minn. Stat. § 179A.14, Subd. 3 (Negotiation Procedures)
Minn. Rules Part 5510.2810 (Petition for Mediation)
Brown v. Cannon Falls Township, 723 N.W.2d 31 (Minn. App. 2006)
Brainerd Daily Dispatch v. Dehen, 693 N.W.2d 435 (Minn. App. 2005)
The Free Press v. County of Blue Earth, 677 N.W.2d 471 (Minn. App. 2004)
Prior Lake American v. Mader, 642 N.W.2d 729 (Minn. 2002)
Star Tribune v. Board of Education, Special School District No. 1, 507 N.W.2d 869 (Minn. App. 1993)
Minnesota Daily v. University of Minnesota, 432 N.W.2d 189 (Minn. App. 1988)
Moberg v. Independent School District No. 281, 336 N.W.2d 510 (Minn. 1983)
Sovereign v. Dunn, 498 N.W.2d 62 (Minn. App. 1993), *rev. denied*. (Minn. 1993)
Dept. of Admin. Advisory Op. No. 21-003 (April 19, 2021)
Dept. of Admin. Advisory Op. No. 21-002 (January 13, 2021)
Dept. of Admin. Advisory Op. No. 19-012 (October 24, 2019)

Dept. of Admin. Advisory Op. No. 19-008 (May 22, 2019)
Dept. of Admin. Advisory Op. No. 19-006 (April 9, 2019)
Dept. of Admin. Advisory Op. No. 18-019 (December 28, 2018)
Dept. of Admin. Advisory Op. No. 17-005 (June 22, 2017)
Dept. of Admin. Advisory Op. No. 13-009 (March 19, 2013)
Dept. of Admin. Advisory Op. No. 12-004 (March 8, 2012)
Dept. of Admin. Advisory Op. No. 11-004 (April 18, 2011)
Dept. of Admin. Advisory Op. No. 10-020 (September 23, 2010)
Dept. of Admin. Advisory Op. No. 09-020 (September 8, 2009)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 06-027 (September 28, 2006)
Dept. of Admin. Advisory Op. No. 04-004 (February 3, 2004)

Cross References: MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Law Bulletin "C" (Minnesota's Open Meeting Law)

First Reading: 05.07.2024
Second Reading:
Adopted:

207 PUBLIC HEARINGS

I. PURPOSE

The school board recognizes the importance of obtaining public input on matters properly before the school board during a public hearing. The purpose of this policy is to establish procedures to efficiently receive public input.

II. GENERAL STATEMENT OF POLICY

For the school board to efficiently receive public input on matters properly before the school board, the school board establishes the procedures set forth in this policy are established.

III. PROCEDURES

A. Public Hearings

Public hearings are required by law concerning certain issues, including but not limited to, school closings (Minnesota Statutes section 123B.51), education district establishment (Minnesota Statutes section 123A.15), and agreements for secondary education (Minnesota Statutes section 123A.30). Additionally, other public hearings may be held by the school board on school district matters at the school board's discretion.

B. Notice of Public Hearings

Public notice of a public hearing required by law shall be given as provided by the enabling legislation. Public notice of other hearings shall be given in the manner required for a regular meeting if held in conjunction with a regular meeting, in the manner required for a special meeting if held in conjunction with a special meeting, or as otherwise determined by the school board.

C. Public Participation

The school board retains the right to require that those in attendance at a public hearing indicate their desire to address the school board and complete and file with the clerk of the school board an appropriate request card prior to commencement of the hearing if the school board utilizes this procedure. In that case, any request to address the school board after the commencement of the hearing will be granted only at the school board's discretion.

1. Format of Request: If required by the school board, a written request of an individual or a group to address the school board shall contain the name and address of the person or group seeking to address the school board. It shall also contain the name of the group represented, if any, and a brief statement of the subject to be covered or the issue to be addressed.

2. Time Limitation: The school board retains the discretion to limit the time for each presentation as needs dictate.

3. Groups: The school board retains the discretion to require that any group of persons who desire to address the school board designate one representative or spokesperson. If the school board requires designation of a representative or spokesperson, no other person in the group will be recognized to address the school board, except as the school board otherwise determines.

4. Privilege to Speak: A school board member should direct remarks or questions through the chair. Only those speakers recognized by the chair will

be allowed to speak. Comments by others are out of order. Individuals who interfere with or interrupt speakers, the school board, or the proceedings may be directed to leave.

5. Personal Attacks: Personal attacks by anyone addressing the school board are unacceptable. Persistence in such remarks by an individual shall terminate that person's privilege to address the school board.

6. Limitations on Participation: Depending upon the number of persons in attendance seeking to be heard, the school board reserves the right to impose such other limitations and restrictions as necessary to provide an orderly, efficient, and fair opportunity to be heard.

Legal References: Minn. Stat. § 123A.15 (Establishing Education Districts)
Minn. Stat. § 123A.30 (Agreements for Secondary Education)
Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

First Reading: 05.07.2024
Second Reading:
Adopted:

*Adopted:*_____ *MSBA/MASA Model Policy 207*
Orig. 1995
*Revised:*_____ *Rev. 2022*

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Minn. Stat. § 123B.51 (School Closings)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)

First Reading:
Second Reading:
Adopted:

211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT

I. PURPOSE

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

IV. CRIMINAL CHARGES OR CONDUCT

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.

2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.

3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as

otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

V. STATEMENTS WHEN LITIGATION IS PENDING

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading: 05.07.2024
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Orig. 1995
*Revised:*_____ *Rev. 2022*

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The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

II. GENERAL STATEMENT OF POLICY

A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.

B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.

C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

III. CIVIL ACTIONS

A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.

B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.

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release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

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School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

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B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

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1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will

attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

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The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

Legal References:
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)
Minn. Stat. § 260E.22 (Interviews)
Minn. Stat. § 466.07, Subd. 1 (Indemnification)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308(1975)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

First Reading:
Second Reading:
Adopted:

204 SCHOOL BOARD MEETING MINUTES

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

   a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

   b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

   c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

   d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

   e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's

Records Retention Schedule.

4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

   a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

   b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

   c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.4. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

   a. The date of the closed meeting;

   b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

   c. The classification of the data.

7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.4. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered

including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References: Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20 (December-17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02-27-2018
Adopted: 03-20-2018 ISD 709
Reviewed:

204 SCHOOL BOARD MEETING MINUTES ~~BYLAW~~

I. PURPOSE

The purpose of this ~~Bylaw~~ policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

III. MAINTENANCE OF MINUTES AND RECORDS

A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal ~~or minutes~~ kept for that purpose. Public records maintained by the school district ~~shall~~ must be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

B. Recordings of Closed Meetings

1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the ~~school district's~~ expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

~~2~~3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

e. Following the expiration of the above time periods, recordings of

closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

~~3~~4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

~~4~~5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.~~3~~4. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

~~5~~6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

a. The date of the closed meeting;

b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

c. The classification of the data.

~~6~~7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.~~3~~4. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how

each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

C. The proceedings to be published may be a summary of the essential elements of the proceedings, and/or of resolutions and other official actions of the school board. Such a summary shall be written in a clear and coherent manner and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at the administrative offices of the school district and that a copy of the proceedings, other than attachments to the minutes, is available without cost at the offices of the school district or by means of standard or electronic mail.

Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (~~Publishing Proceedings~~ Boards of Independent School Districts))
Minn. Stat. § 123B.14, Subd. 7 (~~Record of Meetings~~ Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (~~Notice Regarding Published Summaries~~ Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (~~Publication of Proceedings~~ Computation of Time)
Op. Atty. Gen. 161-a-20 (December~~.~~ 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References:
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02-27-2018
Adopted: 03-20-2018 ISD 709
Reviewed:

204 SCHOOL BOARD MEETING MINUTES BYLAW

I. PURPOSE

The purpose of this Bylaw is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

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A. The clerk shall keep and maintain permanent records of the school board, including records of the minutes of school board meetings and other required records of the school board. All votes taken at meetings required to be open to the public pursuant to the Minnesota Open Meeting Law shall be recorded in a journal kept for that purpose. Public records maintained by the school district shall be available for inspection by members of the public during the regular business hours of the school district. Minutes of meetings shall be available for inspection at the administrative offices of the school district after they have been prepared. Minutes of a school board meeting shall be approved or modified by the school board at a subsequent meeting, which action shall be reflected in the official proceedings of that subsequent meeting.

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1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the school district. Recordings of closed meetings shall be made separately from the recordings of an open meeting, to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. School Board members and other participants in Executive Closed Session meetings are prohibited from bringing or using a recording device during such meetings.

3. Recordings of closed meetings shall be preserved by the school district for the following time periods:

   a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

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   e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's

Records Retention Schedule.

4. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

   a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

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   c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

5. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

6. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

   a. The date of the closed meeting;

   b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

   c. The classification of the data.

7. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered

including a brief description of their subject matter and whether adopted or defeated. The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

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Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 10 (Publishing Proceedings)
Minn. Stat. § 123B.14, Subd. 7 (Record of Meetings)
Minn. Stat. § 331A.01 (Definition)
Minn. Stat. § 331A.05, Subd. 8 (Notice Regarding Published Summaries)
Minn. Stat. § 331A.08, Subd. 3 (Publication of Proceedings)
Op. Atty. Gen. 161-a-20 (Dec. 17, 1970)
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References:
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Replaces: Policies 8090, 8095, 8110, 9105, 9110
First Reading: 02-27-2018
Adopted: 03-20-2018 ISD 709
Reviewed:

Adopted:_____

Revised:_____

MSBA/MASA Model Policy 204
Orig. 1995
Rev. 2022

204 SCHOOL BOARD MEETING MINUTES

[Note: The provisions of this policy are required by statute.]

I. PURPOSE

The purpose of this policy is to establish procedures relating to the maintenance of records of the school board and the publication of its official proceedings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.

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1. All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the school district's expense. Recordings of closed meetings shall be made separately from the recordings of an open meeting to the extent such meetings are recorded. If a meeting is closed to discuss more than one (1) matter, each matter shall be separately recorded.

2. Recordings of closed meetings shall be preserved by the school district for the following time periods:

   a. Meetings closed to discuss labor negotiations strategy shall be preserved for two (2) years after the contract is signed.

   b. Meetings closed to discuss security matters shall be preserved for at least four (4) years.

   c. Meetings closed to discuss the purchase or sale of property shall be preserved for at least eight (8) years after the date of the meeting.

   d. All other closed meetings shall be preserved by the school district for at least three (3) years after the date of the meeting.

e. Following the expiration of the above time periods, recordings of closed meetings shall be maintained as set forth in the school district's Records Retention Schedule.

3. Recordings of closed meetings shall be classified by the school district as protected non-public data that is not accessible by the public or any subject of the data, with the following exceptions:

a. Recordings of labor negotiations strategy meetings shall be classified as public data and made available to the public after all labor contracts are signed by the school district for the current budget period.

b. Recordings of meetings related to the purchase or sale of property shall be classified as public data and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the school district has abandoned the purchase or sale.

c. Recordings of any other closed meetings shall be classified and/or released as required by court order.

4. Recordings of closed meetings shall be maintained separately from recordings of open meetings, to the extent recordings of open meetings are maintained by the school district, with the exception of recordings that have been classified as public data as set forth in Section III.B.3. above. Recordings of closed meetings classified as non-public data also shall be maintained in a secure location, separate from recordings classified as public data.

5. Recordings of closed meetings shall be maintained in a manner to easily identify the data classification of the recording. The recordings shall be identified with at least the following information:

a. The date of the closed meeting;

b. The basis upon which the meeting was closed (i.e.: labor negotiations strategy, purchase or sale of real property, educational data, etc.); and

c. The classification of the data.

6. Recordings of closed meetings related to labor negotiations strategy and the purchase or sale of property shall be maintained and monitored in a manner that reclassifies the recording as public upon the occurrence of an event reclassifying that data as set forth in Section III.B.3. above.

IV. PUBLICATION OF OFFICIAL PROCEEDINGS

A. The school board shall cause its official proceedings to be published once in the official newspaper of the school district within thirty (30) days of the meeting at which the proceedings occurred; however, if the school board conducts regular meetings not more than once every thirty (30) days, the school board need not publish the minutes until ten (10) days after they have been approved by the school board.

B. The proceedings to be published shall be sufficiently full to fairly set forth the proceedings. They must include the substance of all official actions taken by the school board at any regular or special meeting, and at minimum must include the subject matter of a motion, the persons making and seconding the motion, a listing of how each member present voted on the motion, the character of resolutions offered including a brief description of their subject matter and whether adopted or defeated.

The minutes and permanent records of the school board may include more detail than is required to be published with the official proceedings. If the proceedings have not yet been approved by the school board, the proceedings to be published may reflect that fact.

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Legal References:
Minn. Stat. § 13D.01, Subds. 4-6 (Open Meeting Law)
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Minn. Stat. § 123B.14, Subd. 7 (Officers of Independent School Districts)
Minn. Stat. § 331A.01 (Definitions)
Minn. Stat. § 331A.05, Subd. 8 (Form of Public Notices)
Minn. Stat. § 331A.08, Subd. 3 (Computation of Time)
Op. Atty. Gen. 161-a-20, December 17, 1970
Ketterer v. Independent School District No. 1, 248 Minn. 212, 79 N.W.2d 428 (1956)

Cross References: MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1. paragraph (c).

3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of the school district shall not use prone restraint.

3. An employee or agent of a district shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a

child or pupil to prevent bodily harm or death to the child, pupil, or another**.**

2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.

3. A teacher school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06 (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645,241 (Punishment for Prohibited Acts)

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507.5 (School Resource Officers)

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Revised:

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The purpose of this policy is to describe limitations on the use of corporal punishment and prone restraint upon a student.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the school district shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:

   a. hitting or spanking a person with or without an object; or

   b. unreasonable physical force that causes bodily harm or substantial emotional harm.

2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1. paragraph (c).

~~2~~3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

2. An employee or agent of the school district shall not use prone restraint.

~~2. An employee or agent of a district, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, section 609.06, subdivision 1(1). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~

3. An employee or agent of a district, ~~including a school resource officer, security personnel, or police officer contracted with a district,~~ shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.

4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1

above is not per se corporal punishment under the statute. Nothing in this Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. ~~EXCEPTIONS~~ REASONABLE FORCE

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another**.**

2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to Minnesota Statutes, section 609.379. Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under Minnesota Statutes, section 121A.582, subdivision 1, and section 609.06, subdivision 1.

3. A teacher school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline).

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action as appropriate. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and school district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Legal References:
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 123B.25 (Legal Actions Against Districts and Teachers)
Minn. Stat. § 125A.0941 (Definitions)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 609.06 ~~Subd. 1 (6)(7)~~ (Authorized Use of Force)
Minn. Stat. § 609.379 (Permitted Actions)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)
Minn. Stat. § 645,241 (Punishment for Prohibited Acts)
~~Op. Atty. Gen. 169f (August 22, 2023) (School Pupils: Discipline)~~
~~Op. Atty. Gen. 169f Supp. (September 20, 2023) (School Pupils: Discipline)~~

Cross References:
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507.5 (School Resource Officers)

First Reading: 11.21.23
Second Reading: 12.19.23
Adopted: 12.19.23
Revised:

ISD 709 Duluth Public Schools Community Education

Building bridges through lifelong learning

Duluth Public Schools
Facilities Use Guidelines and Procedures

School Board Policy 902

https://www.isd709.org/community/facilities-use

The following guidelines have been established for the use of Duluth Public Schools' facilities by our students and staff, our extracurricular programs and community members.

The district reserves the right to adjust these guidelines to fit unique circumstances as determined by the Superintendent and School Board.

Effective Date: July 1st, 2024

Community Use of School Policy Statement
The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective.The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals.

Public school facilities exist primarily for the purpose of serving the educational needs of the youth in the community. No group or organization will be scheduled if requested use interferes with regular school programs or school sponsored activities. The school district will determine the most appropriate and available use of the district's facility space.

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902 USE OF SCHOOL DISTRICT FACILITIES AND EQUIPMENT

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district community education office. The district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
   ii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iii. Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
   iv. Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

d. Class IV - Subject to fees
    i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
902R Facilities Use Guide ISD 709

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading: 05.07.24
Second Reading:
Adopted:

Process & Procedures for Scheduling School District Facilities

Contact Information:

Danielle Sonday, Facilities Use Coordinator

Email: facilitiesrequest@isd709.org

Phone: 218-336-8760 x4

713 Portia Johnson Drive, Door F, Duluth, MN 55811

All facility requests are to be made online following the facility use request process found on the district website: https://www.isd709.org/community/facilities-use

Permits:
Online requests are to be electronically submitted and signed five (5) business days prior to the event, requests made less than 5 days in advance will be considered as space and personnel allow. Each group is required to have the approved permit available for review during the event. In addition, the electronic signature is part of the requirement for securing a space with Duluth Public Schools. Permit holders must be at least 18 years old.

Insurance:
Applicants and/or organizations agree to assume all responsibility for damage or liability of any kind and further agree to hold harmless Independent School District 709 from any liability and/or expense in connection with the use of the school facilities. The district may require the applicant and/or organization to sign a Waiver of Release or furnish a Certificate of Liability/Property Insurance in the amount of $1,000,000 combined, single limit, for general liability, naming the school district as an additional insured.

Tax Exempt Status:
For tax exempt users, a completed Certificate of Exemption—MN Revenue Form ST 3 must accompany your request. This may be submitted by email to facilitiesrequest@isd709.org.

Right of Refusal:
The school district reserves the right to cancel any reservations should district needs arise. Regular school activities and organizations of the school district shall have first priority in the use of any facility. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

Invoice Payment:
Payment for use of facilities, equipment, and district personnel fees are due immediately upon receipt of the billing statement. Contract holders with unpaid invoices of 60 days or more will not be allowed to reserve district facilities until the account has been settled.

Community Use Rules and Regulations

Rules and regulations exist to protect property owned by our school district, and to ensure safety to users. The following rules are to be adhered to when using school district facilities, grounds and equipment in accordance with Minnesota School Board Association Policy 902. It is the facility user group's responsibility to communicate these rules and regulations to their leaders, participants and spectators.

- Regular school activities, programs and organizations shall have first priority in the use of any district facility or grounds.
- After the Facility Use Permit has been approved by the facility scheduler and signed by the requestor, it becomes an agreement with the requestor and/or the organization.
- Contract holders cannot sublet or transfer their rights and privileges to any other individual, group, business or organization.
- If any damage is found after a group has used the district facilities, grounds or equipment, the group scheduled will be held responsible for the cost of repair or replacement of any items damaged, lost or stolen from school district property.
- Facility user groups will be responsible for leaving the facilities and property in the same condition or better as upon arrival (including returning furniture to original configuration and any other clean up needed).
- The Facility Use Permit is granted for specific dates, equipment, room or areas of building for specific periods of time and for specific uses including the nearest restrooms and drinking fountain. Using a building for other purposes, using additional facilities, loitering in other areas, entering or remaining in the building beyond the allotted time will be considered as unauthorized use of the facilities.
- Additional charges may be added to the facility use fee as well as denial of future use.
- Any propping of doors, or doors remaining open during the time of your event will result in denial of future facility use requests.
- For use of kitchens (food service areas), classrooms with cooking facilities, stadium, pools, sound booths, lighting booths and all related technology equipment usage will require appropriate district trained personnel and/or permission. The facility user group will be billed at the current hourly rate. Use of computer facilities must comply with the district's Internet Acceptable Use Guidelines as defined in Policy 524.
- Facility user groups receiving approval to use district facilities, grounds and equipment are responsible for ensuring adequate supervision for the approved activity. For safety reasons, no children will be allowed entrance to a building until a responsible adult is in attendance and ready to take charge of the group. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
- The adult responsible for the activity is also accountable for the conduct and behavior of both participants and spectators. Responsibility includes enforcing rules and regulations

as well as restricting group activity to the areas listed on the facility use permit. All children must be under parental/leader supervision. Running or ball play is not permitted outside of the gym.

Cancellations and No-Shows

If a permit needs to be canceled, please contact the Community Education office as soon as possible. Last minute cancellations should notify the Community Education office and call the site's engineer office. Phone numbers can be found in the ISD 709 Buildings and Locations section of this document.

The district reserves the right to charge a cancellation fee and/or full payment if cancellation is not requested 7 days prior to the event or for no-shows.

Exceptions are for weather related cancellation or canceled by ISD 709. There will be no charge for cancellations for these reasons.

The district will make every effort to provide alternative locations or reschedule the event.

Equipment Use

Use of ISD 709 equipment such as athletic equipment, sound and lighting equipment, instruments, etc., may require a rental fee. All fees will be pre-approved and listed on the group's facility use permit.

A group will be charged if damages of ISD 709 equipment results from non-supervision of those in attendance, carelessness, inappropriate use of equipment, etc.

Custodial Services

Events that require special or heavy set-up or clean-up, involve meals, are large enough to require the cleaning of public areas and/or rest rooms, or involve other issues requiring custodial support will have a custodian assigned and the group will be responsible for the cost. Cost is dependent on space rented. Renters scheduling events that extend beyond the custodian's normal work schedule will pay overtime rates.

District 709 Policies and Procedures

Duluth Public Schools policies, local and state ordinances and laws, and fire codes pertaining to the use of public facilities must be observed. Copies of all school district policies are available online athttps://www.isd709.org/about-us/policies. Policies include but are not limited to the following:

- Duluth Public Schools are tobacco free. Use of tobacco products is prohibited on
- school district property including buildings and grounds as defined in Policy 419.
- Possession or consumption of intoxicating beverages or illegal substances, (drugs) of any form is prohibited on school district property including facilities and grounds as defined in Policy 418.
- No weapons or look-a-like weapons, as defined in Policy 501, shall be allowed on school property for any reason other than in conjunction with an authorized firearm safety program with the exception of legally authorized officials.
- Facility user groups agree to go over any safety concerns and rules related to the scheduled activity including proper sportsmanship, location of fire extinguishers, and proper use of equipment. Facility user groups must furnish their own first aid kits and instructional supplies.
- The district prohibits all forms of harassment and violence as defined in Policy 413.
- If a fire alarm sounds in any area of a building the entire building must be evacuated according to evacuation maps posted in each room near the exits.
- If an alarm sounds related to tornado warning the entire building must take cover in the nearest location as indicated on maps posted in each room/space.
- Consumption of food (including snacks and refreshments) and beverages in school facilities is allowed in designated areas only, this does not include instructional areas, gymnasiums, auditoriums, and other special use rooms.
- Disorderly conduct is prohibited and punishable by ejection from the facility or grounds. This includes inappropriate communication and disrespect for authority, event supervisor and/or custodian by group leaders and/or participants of a group. The proper authorities will be notified. Law enforcement may be called to intervene.
- Parking is allowed in designated areas only.

ISD 709 Group Classification and Priority List

Class I

- 709 District Groups
- School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
- Community Education Programming*
- Duluth Pre-School
- Early Childhood and Family Education
- Professional Development
- KeyZone – district affiliated after school programming
- PTO/PTA groups
- District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the district for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent district space to conduct activities for their own private profit.

Class II

- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
- Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
- Duluth based colleges and universities.

Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

Class IV

- Commercial and for-profit groups and individuals

Special Use Areas: Pools, Kitchens, Athletic Fields/Gyms, etc.

Swimming Pools

Maximum number using the pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted. Participants shall provide their own towels.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered/approved by the School District. Approval shall be obtained in advance from the Facilities Use Coordinator or Aquatics Manager.

The following rules shall be adhered to by all groups using pool facilities:

- Take a hot soap shower, without a suit, before and after swimming.
- Use lavatories before swimming.
- Remove bandages, plasters, tape, bobby pins, and gum before entering the pool.
- Enter and leave the water at lifeguard's request.
- Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving boards, platforms, or blocks.
- Remain out of the diving area while the diving board is used. Stay off the diving board when occupied by another person. Take only one bounce when diving. Wait until others are out of the diving area before completing a dive. Swim straight out of the diving area after completing a dive.
- Report illness or injury to a lifeguard or swimming instructor.
- Stay in the pool area suited to the swimmer's ability or area designated by a lifeguard or swimming instructor.
- The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard.
- Inner tubes and other inflated objects, towels, and metal objects are not permitted.
- The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
- A first-aid kit shall be available for preliminary first aid.
- Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.
- Groups or individuals using the pool and/or gym are responsible for their own valuables.

Kitchen and Cafeteria Areas, Food Sales, and Concessions

The principal and Facilities Use Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization. Certified staff shall be on-site at all times with kitchen use.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board. Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to. Items bought from a licensed bakery, grocery store, or other commercial kitchens may be allowed.

The permit holder shall comply with the following restrictions:

- No home-canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
- None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
    - Casseroles containing meat, fish or poultry.
    - Baked ham, roasted poultry, roasted pork.
    - Salads and sandwiches containing meat, fish, poultry or eggs.
    - Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures.
    - Custard-filled pastries including éclairs and cream puffs or other custard filled products.
- Potluck style foods and events are exempt from any licensing requirements so long as the food is brought by the people attending and the food is not prepared in or brought into a licensed kitchen at the site of the potluck.
    - Information about Potluck Events can be found here: https://www.health.state.mn.us/communities/environment/food/docs/fs/potluckfs.pdf
- Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Bake Sales

Any bake sale must be approved by the district and hold a permit from the Community Education Department. All items sold shall adhere to the restrictions above and only sell non-potentially hazardous food items. A sign needs to be posted (see #48 on the MN Department of Agriculture's Cottage Food Law Guidance for the sign for non-potentially

hazardous foods). According to MN State Law 28A.152, an individual selling allowable foods under this section is limited to total sales with gross receipts of $78,000 or less in a calendar year.

MN Department of Agriculture Cottage Food Law:
https://www.mda.state.mn.us/food-feed/cottage-food-law-guidance

Independent Concession Stand Operation
Any and all service of food to the public must be licensed. The practice of student or parent booster clubs, activity clubs, or class groups preparing or selling food at games and activities is not allowed without the proper food license and approval from the district.
All license requirements must be met and provided to the Duluth Public School District prior to any and all events along with obtaining a facility use permit from Community Education. Any food or drink item to be sold must meet all federal, state, and St. Louis County Health Department rules and regulations governing food service.

To come into compliance, groups will need to either:

- Obtain the correct license to sell food.
- Construct a seasonal food permanent food stand with all commercial equipment.

The type of food license needed, and the regulatory agency that will approve/issue it, depends on the predominant type of foods that will be sold by the group.

- If a group anticipates more sales (dollar amount; not quantity) from prepackaged foods/beverages, baked goods, popcorn, candy, nuts, or snow cones, then they would need a license from the Minnesota Department of Agriculture (MDA). “More” meaning 51% or more of total sales. They would need to apply for either a Special Event Food Stand license (if selling for 10 or fewer dates), or a Retail Mobile Food Handler license.
    - Information for the Special Events Food Stand Licence can be found here: https://www.mda.state.mn.us/special-event-food-stand-license-application-guide

- If a group anticipates more sales from foods prepared or dispensed/served onsite per customer order like hot dogs, burgers, sandwiches, pizza slices, nachos, soft serve ice cream, beverage dispensing, etc., then a license would be needed from the Minnesota Department of Health.
    - The MDH Duluth district office can be reached at 218-302-6166 for further information or on their website at https://www.health.state.mn.us/communities/environment/food/license/index.html.

Media Centers

School Media Centers are geared to school curriculum and not general public use. Should a community feel it important to open a Media Center, the following usage procedure is required:

- A request for Media Center usage shall be filed with the Facilities Use Coordinator and coordinated with the school Media Center Technician.
- No person may check materials out of the Media Center or remove items from that space. Library media supplies such as markers, crayons, puzzles, games, legos and other maker space items should not be used.
- Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the Media Center.
- No food or drink shall be brought into any Media Centers.
- If the use of AV equipment is requested, it must be approved by the Media Center Technician and the user must have ISD 709 district credentials whether as a staff member or requested through the Facilities Use Coordinator who shall request guest credentials from the Technology and Digital Innovation Department. Any use while accessing ISD 709 equipment and networks must follow district Policy 524 Internet Acceptable Use and Safety Policy.
- After use of the Media Center, return all furniture and equipment to their original locations, wipe off white boards, tables should be cleaned as necessary, and turn off lights. If using AV equipment, sign out of computers and Smartboards and restore all technology settings (i.e. speaker selection).

Career and Technical Education (CTE) Facilities

CTE Faculty and Staff shall be responsible for all equipment in an CTE facility. Programs using career and technical education facilities shall be approved by the Community Education Office with permission from CTE faculty.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Facilities Use Coordinator.

Professional contests shall not be played on school athletic fields or playgrounds without district approval whether from the Community Education Office or Activities Directors.

Gymnasiums

Gymnasiums may be used by organizations for recreation and instruction purposes.

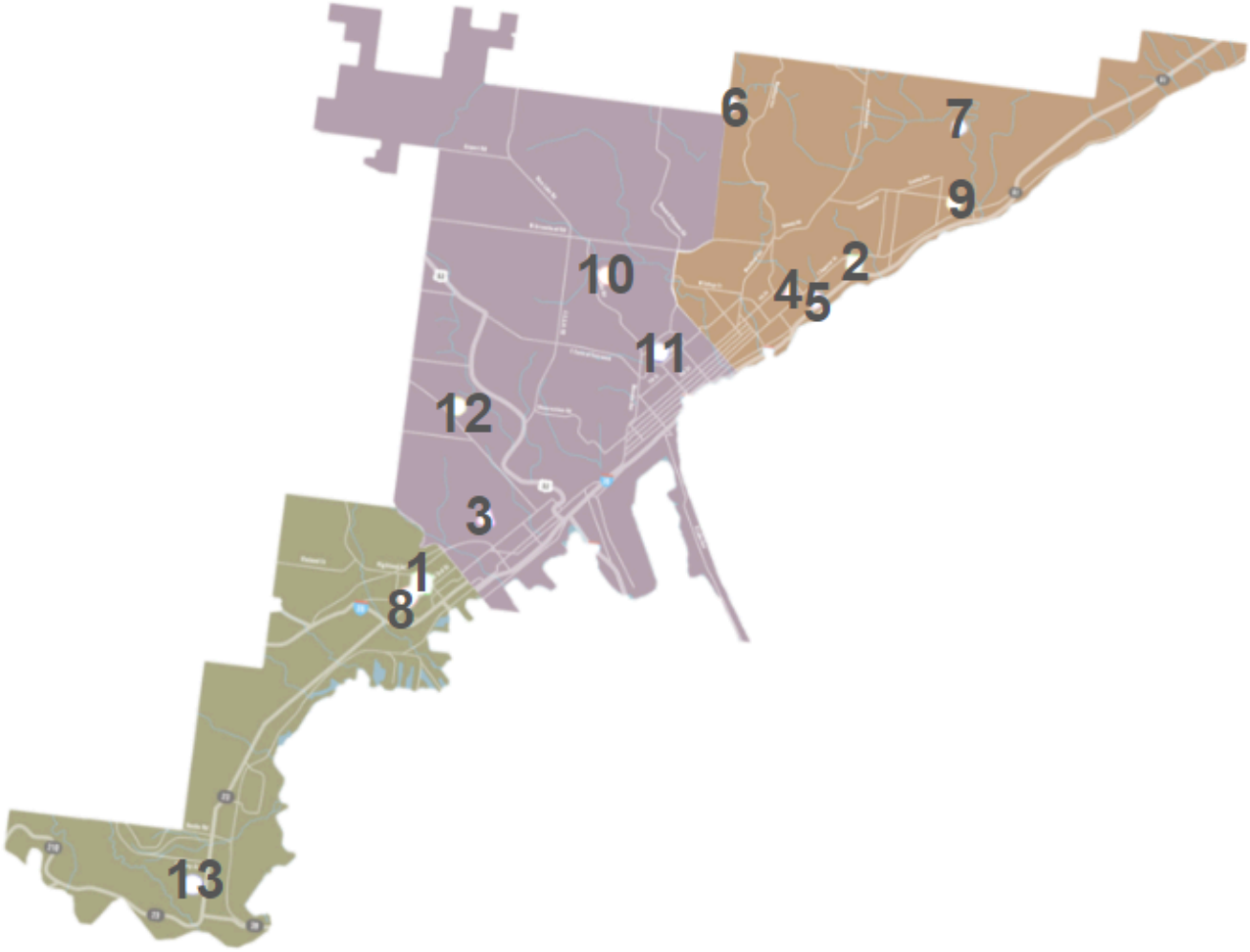
- No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
- Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
- Each leader shall be held responsible for enforcement of all safety and security regulations.
- Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
- Use of school district owned physical education and athletic equipment and supplies will be permitted if authorized by the principal, gym teachers, or Facilities Use Coordinator.
- Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal, gym teachers, or Facilities Use Coordinator.

Facility Use Fee Schedule

ISD 709 Buildings and Locations

	School	Address	School Number	Engineer Ext.
1	Denfeld HS	401 N 40th Ave W 55807	218-336-8830	x 1932
2	East HS	301 N 40th Ave E 55804	218-336-8845	x 2146
3	Lincoln Park MS	3215 W 3rd St 55807	218-336-8880	x 3285
4	Ordean MS	2900 E 4th St 55812	218-336-8940	x 4111
5	Congdon Park ES	3116 E. Superior St 55812	218-336-8825	x 1834
6	Homecroft ES	4784 Howard Gnesen Rd 55803	218-336-8865	x 2542
7	Lakewood ES	5207 N Tischer Rd 55804	218-336-8870	x 2620
8	Laura MacArthur	720 N Central Ave 55807	218-336-8900	x 3112
9	Lester Park ES	5300 Glenwood St 55804	218-336-8875	x 2655
10	Lowell ES	2000 Rice Lake Rd 55811	218-336-8895	x 2974
11	Myers-Wilkins ES	1027 N 8th Ave E 55805	218-336-8860	x 2443
12	Piedmont ES	2827 Chambersburg Ave 55811	218-336-8950	x 2735
13	Stowe ES	715 - 101st Ave W 55808	218-336-8965	x 3919

Map of Duluth and School Locations



Dates with Meeting Restrictions 2024-2025

January 1, 2024	New Year's Day Holiday	No school, no meetings
January 15, 2024	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 19, 2024	Presidents' Day *	No meetings
February 27, 2024	Precinct Caucus Day	No meetings or activities after 6:00 p.m.
March 5, 2024	Presidential Nomination Primary	No meetings or activities 6:00 p.m. – 8:00 p.m.
March 12, 2024	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 27, 2024	Memorial Day	No school, no meetings
June 19, 2024	**Juneteenth** ^	No school, no meetings
July 4, 2024	Independence Day	No school, no meetings
August 13, 2024	Primary Election Day	No meetings or activities 6:00 p.m. - 8:00 p.m.
September 2, 2024	Labor Day	No school, no meetings
October 14, 2024	**Indigenous Peoples Day** (Optional Holiday) ^^	No meetings if this is a school district holiday
November 5, 2024	Election Day	No meetings or activities 6:00 p.m. – 8:00 p.m.
November 11, 2024	Veterans Day	No meetings
November 28, 2024	Thanksgiving Day	No school, no meetings
November 29, 2024	Day After Thanksgiving (Optional Holiday)	No meetings if this is a school district holiday
December 25, 2024	Christmas Day	No school, no meetings
January 1, 2025	New Year's Day Holiday	No school, no meetings
January 20, 2025	Martin Luther King, Jr.'s Birthday Observed *	No meetings

February 17, 2025	Presidents' Day *	No meetings
March 11, 2025	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 26, 2025	Memorial Day	No school, no meetings
June 19, 2025	**Juneteenth** ^	No school, no meetings

* Minnesota Statutes Section 645.44 list dates that are "holidays" under state law. Minnesota's political subdivisions have the option of determining whether Indigenous Peoples Day or the Friday after Thanksgiving shall be holidays. Where it is determined that either day is not a holiday, public business may be conducted.

If the date is determined to be a school day, it must be reflected in the teacher's contract. If Martin Luther King's birthday, Presidents Day, Veterans Day is determined to be a school day, at least one hour of the school program must be devoted to a patriotic observance of the day. For more information, see Minnesota Statutes Section 120A.42 (*Conduct of School on Certain Holidays*).

When the following holidays fall on a **Saturday**, the holiday is observed on the preceding **Friday**; when the following holidays fall on a **Sunday**, the holiday is observed on the following **Monday**:

New Year's Day (January 1) Veterans Day (November 11)
Juneteenth (June 19) [new] Christmas Day (December 25)
Independence Day (July 4)

Juneteenth ^
On Juneteenth (June 19), "public schools may offer instruction and programs on the occasion." For more information, see Minnesota Statutes 10.55 (*Juneteenth*). The Minnesota Department of Education takes the position that school may not be offered on this holiday. MSBA continues to work with MDE to determine the "instruction and programs on the occasion" that may be offered.

Indigenous Peoples Day ^^
In 2023, the Minnesota legislature replaced Christopher Columbus Day (the second Monday in October) with Indigenous Peoples Day. All references to "Christopher Columbus Day" or "Columbus Day" are to be changed to "Indigenous Peoples Day" in Minnesota Statutes and Minnesota Rules. Thus, the conditions set forth in Minnesota Statutes Section 120A.42
(*Conduct of School on Certain Holidays*) continue to apply on this date.

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ISD 709 Duluth Public Schools Community Education

Building bridges through lifelong learning

Duluth Public Schools
Facilities Use Guidelines and Procedures

School Board Policy 902

https://www.isd709.org/community/facilities-use

The following guidelines have been established for the use of Duluth Public Schools' facilities by our students and staff, our extracurricular programs and community members.

The district reserves the right to adjust these guidelines to fit unique circumstances as determined by the Superintendent and School Board.

Effective Date: July 1st, 2024

Community Use of School Policy Statement
The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective.The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals.

Public school facilities exist primarily for the purpose of serving the educational needs of the youth in the community. No group or organization will be scheduled if requested use interferes with regular school programs or school sponsored activities. The school district will determine the most appropriate and available use of the district's facility space.

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Policy 902 - Use of School District Facilities and Equipment

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district ~~administrative office~~ community education office. The ~~administration~~ district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
   ii. This does not include charging admission to cover direct activity expenses.
   iii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iv. Duluth based private and charter schools, religious groups, and

groups containing less than 70% ISD 709 serving resident participants.

v. Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

d. Class IV - Subject to fees

i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
902R Facilities Use Guide ISD 709

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

Process & Procedures for Scheduling School District Facilities

Contact Information:

Danielle Sonday, Facilities Use Coordinator

Email: facilitiesrequest@isd709.org

Phone: 218-336-8760 x4

713 Portia Johnson Drive, Door F, Duluth, MN 55811

All facility requests are to be made online following the facility use request process found on the district website: https://www.isd709.org/community/facilities-use

Permits:
Online requests are to be electronically submitted and signed five (5) business days prior to the event, requests made less than 5 days in advance will be considered as space and personnel allow. Each group is required to have the approved permit available for review during the event. In addition, the electronic signature is part of the requirement for securing a space with Duluth Public Schools. Permit holders must be at least 18 years old.

Insurance:
Applicants and/or organizations agree to assume all responsibility for damage or liability of any kind and further agree to hold harmless Independent School District 709 from any liability and/or expense in connection with the use of the school facilities. The district may require the applicant and/or organization to sign a Waiver of Release or furnish a Certificate of Liability/Property Insurance in the amount of $1,000,000 combined, single limit, for general liability, naming the school district as an additional insured.

Tax Exempt Status:
For tax exempt users, a completed Certificate of Exemption—MN Revenue Form ST 3 must accompany your request. This may be submitted by email to facilitiesrequest@isd709.org.

Right of Refusal:
The school district reserves the right to cancel any reservations should district needs arise. Regular school activities and organizations of the school district shall have first priority in the use of any facility. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

Invoice Payment:
Payment for use of facilities, equipment, and district personnel fees are due immediately upon receipt of the billing statement. Contract holders with unpaid invoices of 60 days or more will not be allowed to reserve district facilities until the account has been settled.

Community Use Rules and Regulations

Rules and regulations exist to protect property owned by our school district, and to ensure safety to users. The following rules are to be adhered to when using school district facilities, grounds and equipment in accordance with Minnesota School Board Association Policy 902. It is the facility user group's responsibility to communicate these rules and regulations to their leaders, participants and spectators.

- Regular school activities, programs and organizations shall have first priority in the use of any district facility or grounds.
- After the Facility Use Permit has been approved by the facility scheduler and signed by the requestor, it becomes an agreement with the requestor and/or the organization.
- Contract holders cannot sublet or transfer their rights and privileges to any other individual, group, business or organization.
- If any damage is found after a group has used the district facilities, grounds or equipment, the group scheduled will be held responsible for the cost of repair or replacement of any items damaged, lost or stolen from school district property.
- Facility user groups will be responsible for leaving the facilities and property in the same condition or better as upon arrival (including returning furniture to original configuration and any other clean up needed).
- The Facility Use Permit is granted for specific dates, equipment, room or areas of building for specific periods of time and for specific uses including the nearest restrooms and drinking fountain. Using a building for other purposes, using additional facilities, loitering in other areas, entering or remaining in the building beyond the allotted time will be considered as unauthorized use of the facilities.
- Additional charges may be added to the facility use fee as well as denial of future use.
- Any propping of doors, or doors remaining open during the time of your event will result in denial of future facility use requests.
- For use of kitchens (food service areas), classrooms with cooking facilities, stadium, pools, sound booths, lighting booths and all related technology equipment usage will require appropriate district trained personnel and/or permission. The facility user group will be billed at the current hourly rate. Use of computer facilities must comply with the district's Internet Acceptable Use Guidelines as defined in Policy 524.
- Facility user groups receiving approval to use district facilities, grounds and equipment are responsible for ensuring adequate supervision for the approved activity. For safety reasons, no children will be allowed entrance to a building until a responsible adult is in attendance and ready to take charge of the group. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
- The adult responsible for the activity is also accountable for the conduct and behavior of both participants and spectators. Responsibility includes enforcing rules and regulations

as well as restricting group activity to the areas listed on the facility use permit. All children must be under parental/leader supervision. Running or ball play is not permitted outside of the gym.

Cancellations and No-Shows

If a permit needs to be canceled, please contact the Community Education office as soon as possible. Last minute cancellations should notify the Community Education office and call the site's engineer office. Phone numbers can be found in the ISD 709 Buildings and Locations section of this document.

The district reserves the right to charge a cancellation fee and/or full payment if cancellation is not requested 7 days prior to the event or for no-shows.

Exceptions are for weather related cancellation or canceled by ISD 709. There will be no charge for cancellations for these reasons.

The district will make every effort to provide alternative locations or reschedule the event.

Equipment Use

Use of ISD 709 equipment such as athletic equipment, sound and lighting equipment, instruments, etc., may require a rental fee. All fees will be pre-approved and listed on the group's facility use permit.

A group will be charged if damages of ISD 709 equipment results from non-supervision of those in attendance, carelessness, inappropriate use of equipment, etc.

Custodial Services

Events that require special or heavy set-up or clean-up, involve meals, are large enough to require the cleaning of public areas and/or rest rooms, or involve other issues requiring custodial support will have a custodian assigned and the group will be responsible for the cost. Cost is dependent on space rented. Renters scheduling events that extend beyond the custodian's normal work schedule will pay overtime rates.

District 709 Policies and Procedures

Duluth Public Schools policies, local and state ordinances and laws, and fire codes pertaining to the use of public facilities must be observed. Copies of all school district policies are available online athttps://www.isd709.org/about-us/policies. Policies include but are not limited to the following:

- Duluth Public Schools are tobacco free. Use of tobacco products is prohibited on
- school district property including buildings and grounds as defined in Policy 419.
- Possession or consumption of intoxicating beverages or illegal substances, (drugs) of any form is prohibited on school district property including facilities and grounds as defined in Policy 418.
- No weapons or look-a-like weapons, as defined in Policy 501, shall be allowed on school property for any reason other than in conjunction with an authorized firearm safety program with the exception of legally authorized officials.
- Facility user groups agree to go over any safety concerns and rules related to the scheduled activity including proper sportsmanship, location of fire extinguishers, and proper use of equipment. Facility user groups must furnish their own first aid kits and instructional supplies.
- The district prohibits all forms of harassment and violence as defined in Policy 413.
- If a fire alarm sounds in any area of a building the entire building must be evacuated according to evacuation maps posted in each room near the exits.
- If an alarm sounds related to tornado warning the entire building must take cover in the nearest location as indicated on maps posted in each room/space.
- Consumption of food (including snacks and refreshments) and beverages in school facilities is allowed in designated areas only, this does not include instructional areas, gymnasiums, auditoriums, and other special use rooms.
- Disorderly conduct is prohibited and punishable by ejection from the facility or grounds. This includes inappropriate communication and disrespect for authority, event supervisor and/or custodian by group leaders and/or participants of a group. The proper authorities will be notified. Law enforcement may be called to intervene.
- Parking is allowed in designated areas only.

ISD 709 Group Classification and Priority List

Class I

- 709 District Groups
- School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
- Community Education Programming*
- Duluth Pre-School
- Early Childhood and Family Education
- Professional Development
- KeyZone – district affiliated after school programming
- PTO/PTA groups
- District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the district for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent district space to conduct activities for their own private profit.

Class II

- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
- Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
- Duluth based colleges and universities.

Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

Class IV

- Commercial and for-profit groups and individuals

Special Use Areas: Pools, Kitchens, Athletic Fields/Gyms, etc.

Swimming Pools

Maximum number using the pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted. Participants shall provide their own towels.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered/approved by the School District. Approval shall be obtained in advance from the Facilities Use Coordinator or Aquatics Manager.

The following rules shall be adhered to by all groups using pool facilities:

- Take a hot soap shower, without a suit, before and after swimming.
- Use lavatories before swimming.
- Remove bandages, plasters, tape, bobby pins, and gum before entering the pool.
- Enter and leave the water at lifeguard's request.
- Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving boards, platforms, or blocks.
- Remain out of the diving area while the diving board is used. Stay off the diving board when occupied by another person. Take only one bounce when diving. Wait until others are out of the diving area before completing a dive. Swim straight out of the diving area after completing a dive.
- Report illness or injury to a lifeguard or swimming instructor.
- Stay in the pool area suited to the swimmer's ability or area designated by a lifeguard or swimming instructor.
- The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard.
- Inner tubes and other inflated objects, towels, and metal objects are not permitted.
- The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
- A first-aid kit shall be available for preliminary first aid.
- Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.
- Groups or individuals using the pool and/or gym are responsible for their own valuables.

Kitchen and Cafeteria Areas, Food Sales, and Concessions

The principal and Facilities Use Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization. Certified staff shall be on-site at all times with kitchen use.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board. Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to. Items bought from a licensed bakery, grocery store, or other commercial kitchens may be allowed.

The permit holder shall comply with the following restrictions:

- No home-canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
- None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
    - Casseroles containing meat, fish or poultry.
    - Baked ham, roasted poultry, roasted pork.
    - Salads and sandwiches containing meat, fish, poultry or eggs.
    - Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures.
    - Custard-filled pastries including éclairs and cream puffs or other custard filled products.
- Potluck style foods and events are ~~not allowed~~ exempt from any licensing requirements so long as the food is brought by the people attending and the food is not prepared in or brought into a licensed kitchen at the site of the potluck.
    - Information about Potluck Events can be found here: https://www.health.state.mn.us/communities/environment/food/docs/fs/potluckfs.pdf
- Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Bake Sales

Any bake sale must be approved by the district and hold a permit from the Community Education Department. All items sold shall adhere to the restrictions above and only sell non-potentially hazardous food items. A sign needs to be posted (see #48 on the MN Department of Agriculture's Cottage Food Law Guidance for the sign for non-potentially

hazardous foods). According to MN State Law 28A.152, an individual selling allowable foods under this section is limited to total sales with gross receipts of $78,000 or less in a calendar year.

MN Department of Agriculture Cottage Food Law:
https://www.mda.state.mn.us/food-feed/cottage-food-law-guidance

Independent Concession Stand Operation
Any and all service of food to the public must be licensed. The practice of student or parent booster clubs, activity clubs, or class groups preparing or selling food at games and activities is not allowed without the proper food license and approval from the district.
All license requirements must be met and provided to the Duluth Public School District prior to any and all events along with obtaining a facility use permit from Community Education. Any food or drink item to be sold must meet all federal, state, and St. Louis County Health Department rules and regulations governing food service.

To come into compliance, groups will need to either:

- Obtain the correct license to sell food.
- Construct a seasonal food permanent food stand with all commercial equipment.

The type of food license needed, and the regulatory agency that will approve/issue it, depends on the predominant type of foods that will be sold by the group.

- If a group anticipates more sales (dollar amount; not quantity) from prepackaged foods/beverages, baked goods, popcorn, candy, nuts, or snow cones, then they would need a license from our agency, the Minnesota Department of Agriculture (MDA). “More” meaning 51% or more of total sales. They would need to apply for either a Special Event Food Stand license (if selling for 10 or fewer dates), or a Retail Mobile Food Handler license.
    - Information for the Special Events Food Stand Licence can be found here: https://www.mda.state.mn.us/special-event-food-stand-license-application-guide

- If a group anticipates more sales from foods prepared or dispensed/served onsite per customer order like hot dogs, burgers, sandwiches, pizza slices, nachos, soft serve ice cream, beverage dispensing, etc., then a license would be needed from the Minnesota Department of Health.
    - The MDH Duluth district office can be reached at 218-302-6166 for further information or on their website at https://www.health.state.mn.us/communities/environment/food/license/index.html.

~~Regular School Libraries~~ Media Centers

School ~~libraries~~ Media Centers are geared to school curriculum and not general public use. Should a community feel it important to open a ~~local school library~~ Media Center, the following usage procedure is required:

- A request for ~~library facility~~ Media Center usage shall be filed with the ~~principal and~~ Facilities Use Coordinator and coordinated with the school ~~librarian~~ Media Center Technician.
- No person may check materials out of the ~~library~~ Media Center or remove items from that space. Library media supplies such as markers, crayons, puzzles, games, legos and other maker space items should not be used.
- Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the ~~library~~ Media Center.
- No food or drink shall be brought into any Media Centers.
- If the use of AV equipment is requested, it must be approved by the Media Center Technician and the user must have ISD 709 district credentials whether as a staff member or requested through the Facilities Use Coordinator who shall request guest credentials from the Technology and Digital Innovation Department. Any use while accessing ID 709 equipment and networks must follow district Policy 524 Internet Acceptable Use and Safety Policy.
- After use of the Media Center, return all furniture and equipment to their original locations, wipe off white boards, tables should be cleaned as necessary, and turn off lights. If using AV equipment, sign out of computers and Smartboards and restore all technology settings (i.e. speaker selection).

~~Industrial Arts Facilities~~ Career and Technical Education (CTE) Facilities

~~The industrial arts teacher~~ CTE Faculty and Staff shall be responsible for all equipment in an ~~industrial arts~~ CTE facility. Programs using industrial arts facilities shall be approved by the Community Education Office with permission from CTE faculty.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Facilities Use Coordinator.

Professional contests shall not be played on school athletic fields or playgrounds without ~~School Board approval.~~ district approval whether from the Community Education Office or Activities Directors.

Gymnasiums

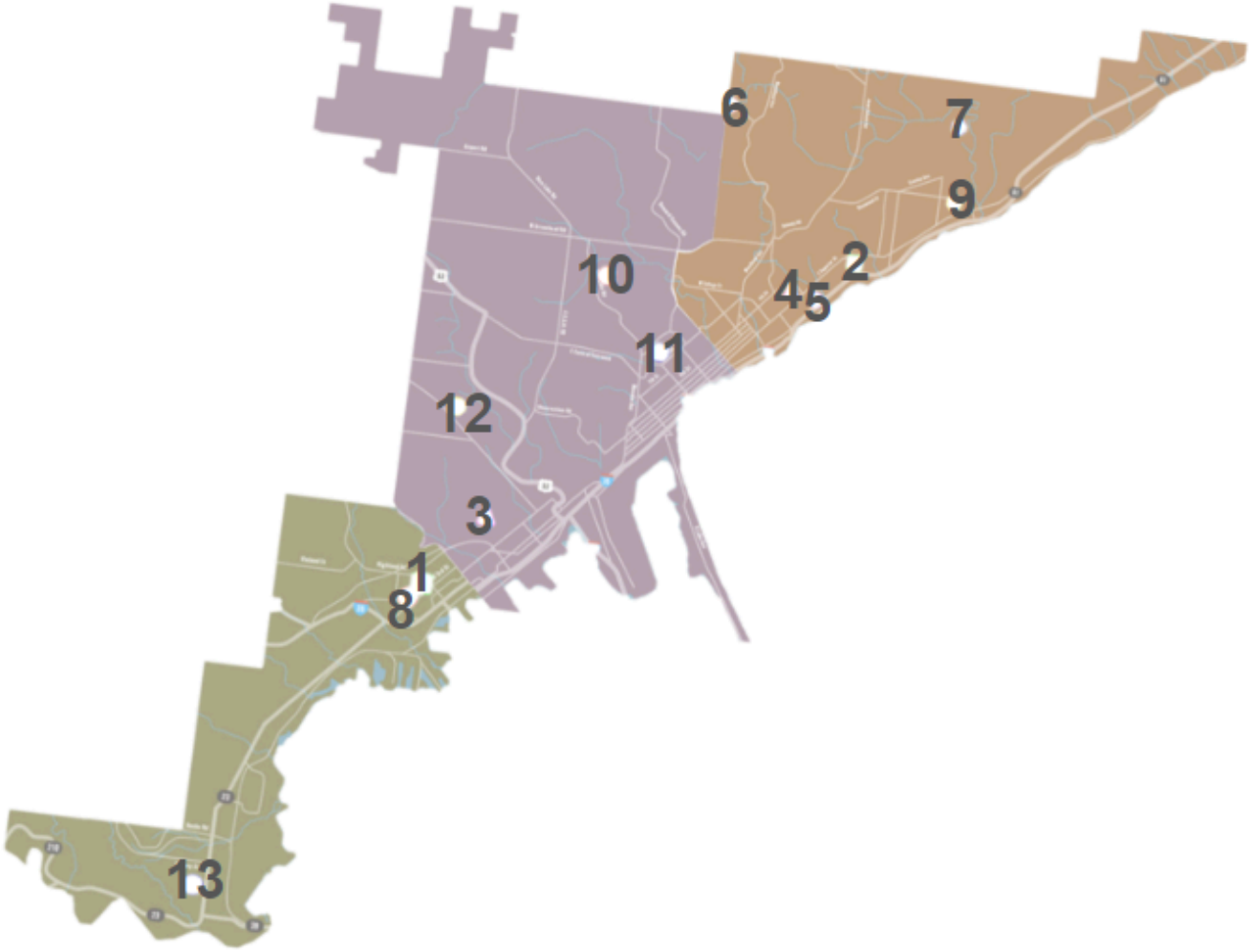
Gymnasiums may be used by organizations for recreation and instruction purposes.

- No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
- Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
- Each leader shall be held responsible for enforcement of all safety and security regulations.
- Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
- Use of school district owned physical education and athletic equipment and supplies will be permitted if authorized by the principal, gym teachers, or Facilities Use Coordinator.
- Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal, gym teachers, or Facilities Use Coordinator.

ISD 709 Buildings and Locations

	School	Address	School Number	Engineer Ext.
1	Denfeld HS	401 N 40th Ave W 55807	218-336-8830	x 1932
2	East HS	301 N 40th Ave E 55804	218-336-8845	x 2146
3	Lincoln Park MS	3215 W 3rd St 55807	218-336-8880	x 3285
4	Ordean MS	2900 E 4th St 55812	218-336-8940	x 4111
5	Congdon Park ES	3116 E. Superior St 55812	218-336-8825	x 1834
6	Homecroft ES	4784 Howard Gnesen Rd 55803	218-336-8865	x 2542
7	Lakewood ES	5207 N Tischer Rd 55804	218-336-8870	x 2620
8	Laura MacArthur	720 N Central Ave 55807	218-336-8900	x 3112
9	Lester Park ES	5300 Glenwood St 55804	218-336-8875	x 2655
10	Lowell ES	2000 Rice Lake Rd 55811	218-336-8895	x 2974
11	Myers-Wilkins ES	1027 N 8th Ave E 55805	218-336-8860	x 2443
12	Piedmont ES	2827 Chambersburg Ave 55811	218-336-8950	x 2735
13	Stowe ES	715 - 101st Ave W 55808	218-336-8965	x 3919

Map of Duluth and School Locations



Dates with Meeting Restrictions 2024-2025

January 1, 2024	New Year's Day Holiday	No school, no meetings
January 15, 2024	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 19, 2024	Presidents' Day *	No meetings
February 27, 2024	Precinct Caucus Day	No meetings or activities after 6:00 p.m.
March 5, 2024	Presidential Nomination Primary	No meetings or activities 6:00 p.m. – 8:00 p.m.
March 12, 2024	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 27, 2024	Memorial Day	No school, no meetings
June 19, 2024	**Juneteenth** ^	No school, no meetings
July 4, 2024	Independence Day	No school, no meetings
August 13, 2024	Primary Election Day	No meetings or activities 6:00 p.m. - 8:00 p.m.
September 2, 2024	Labor Day	No school, no meetings
October 14, 2024	**Indigenous Peoples Day** (Optional Holiday) ^^	No meetings if this is a school district holiday
November 5, 2024	Election Day	No meetings or activities 6:00 p.m. – 8:00 p.m.
November 11, 2024	Veterans Day	No meetings
November 28, 2024	Thanksgiving Day	No school, no meetings
November 29, 2024	Day After Thanksgiving (Optional Holiday)	No meetings if this is a school district holiday
December 25, 2024	Christmas Day	No school, no meetings
January 1, 2025	New Year's Day Holiday	No school, no meetings
January 20, 2025	Martin Luther King, Jr.'s Birthday Observed *	No meetings

February 17, 2025	Presidents' Day *	No meetings
March 11, 2025	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 26, 2025	Memorial Day	No school, no meetings
June 19, 2025	**Juneteenth** ^	No school, no meetings

* Minnesota Statutes Section 645.44 list dates that are "holidays" under state law. Minnesota's political subdivisions have the option of determining whether Indigenous Peoples Day or the Friday after Thanksgiving shall be holidays. Where it is determined that either day is not a holiday, public business may be conducted.

If the date is determined to be a school day, it must be reflected in the teacher's contract. If Martin Luther King's birthday, Presidents Day, Veterans Day is determined to be a school day, at least one hour of the school program must be devoted to a patriotic observance of the day. For more information, see Minnesota Statutes Section 120A.42 (*Conduct of School on Certain Holidays*).

When the following holidays fall on a **Saturday**, the holiday is observed on the preceding **Friday**; when the following holidays fall on a **Sunday**, the holiday is observed on the following **Monday**:

New Year's Day (January 1) Veterans Day (November 11)
Juneteenth (June 19) [new] Christmas Day (December 25)
Independence Day (July 4)

Juneteenth ^
On Juneteenth (June 19), "public schools may offer instruction and programs on the occasion." For more information, see Minnesota Statutes 10.55 (*Juneteenth*). The Minnesota Department of Education takes the position that school may not be offered on this holiday. MSBA continues to work with MDE to determine the "instruction and programs on the occasion" that may be offered.

Indigenous Peoples Day ^^
In 2023, the Minnesota legislature replaced Christopher Columbus Day (the second Monday in October) with Indigenous Peoples Day. All references to "Christopher Columbus Day" or "Columbus Day" are to be changed to "Indigenous Peoples Day" in Minnesota Statutes and Minnesota Rules. Thus, the conditions set forth in Minnesota Statutes Section 120A.42
(*Conduct of School on Certain Holidays*) continue to apply on this date.

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ISD 709 Duluth Public Schools Community Education

Building bridges through lifelong learning

Duluth Public Schools
Facilities Use Guidelines and Procedures

School Board Policy 902

https://www.isd709.org/community/facilities-use

The following guidelines have been established for the use of Duluth Public Schools' facilities by our students and staff, our extracurricular programs and community members.

The district reserves the right to adjust these guidelines to fit unique circumstances as determined by the Superintendent and School Board.

Effective Date: July 1st, 2024

Community Use of School Policy Statement
The School Board, being aware of the large capital investment the community has in school facilities, has determined that the community should receive maximum return for this investment. The introduction of the community education program has been made in pursuit of this objective.The policy is further extended to the use of school buildings and facilities by community groups in the promotion of school, civic, or social goals.

Public school facilities exist primarily for the purpose of serving the educational needs of the youth in the community. No group or organization will be scheduled if requested use interferes with regular school programs or school sponsored activities. The school district will determine the most appropriate and available use of the district's facility space.

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Policy 902 - Use of School District Facilities and Equipment

I. PURPOSE

The purpose of this policy is to provide guidelines for community use of school facilities and equipment.

II. GENERAL STATEMENT OF POLICY

The school board encourages maximum use of school facilities and equipment for community purposes if, in its judgment, that use will not interfere with use for school purposes.

III. SCHEDULED COMMUNITY EDUCATION CLASSES AND ACTIVITIES

A. The school district administration shall be charged with the process of scheduling rooms and special areas for community education classes and activities planned to be offered during each session.

B. Procedures for providing publicity, registration, and collection of fees shall be the responsibility of the school district administration.

C. Registration fees may be structured to include a pro-rata portion of costs for custodial services that may be needed.

IV. GENERAL COMMUNITY USE OF SCHOOL FACILITIES

A. The school board may authorize the use of school facilities by community groups or individuals. It may impose reasonable regulations and conditions upon the use of school facilities as it deems appropriate. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

B. Requests for use of school facilities by community groups or individuals shall be made through the school district ~~administrative office~~ community education office. The ~~administration~~ district will present recommended procedures for the processing and review of requests to the school board. Upon approval by the school board, such procedures shall be an addendum to this policy.

C. The school board may require a rental fee for the use of school facilities. Such fee may include the cost of custodial, technician, and supervisory service if deemed necessary. This fee may also be reviewed and adjusted annually. It may also require a deposit or surety bond for the proper use and repair of damage to school facilities. A rental fee schedule, deposit or surety bond schedule, and payment procedure shall be presented for review and approval by the school board.

D. When emergencies or unusual circumstances arise that necessitate rescheduling the use of school facilities, every effort will be made to find acceptable alternative meeting space.

E. ISD 709 Group Classification and Priority List

a. Class I
   i. 709 District Groups
   ii. School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
   iii. Community Education Programming
   iv. Duluth Pre-School
   v. Early Childhood and Family Education
   vi. Professional Development
   vii. KeyZone – district affiliated after school programming
   viii. PTO/PTA groups
   ix. District affiliated athletic booster clubs

Class I users shall not be required to pay a permit fee or a facility use fee, but they may be required to reimburse the District for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent District space to conduct activities for their own private profit.

b. Class II - Subject to fees
   i. Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
   ii. Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
   iii. District Area Athletic Associations (serving youth aged 18 and under)
   iv. Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
   v. Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
   vi. Duluth based colleges and universities.

c. Class III - Subject to fees
   i. Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers).
   ii. This does not include charging admission to cover direct activity expenses.
   iii. Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
   iv. Duluth based private and charter schools, religious groups, and

groups containing less than 70% ISD 709 serving resident participants.

v. Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

d. Class IV - Subject to fees

i. Commercial and for-profit groups and individuals

V. USE OF SCHOOL EQUIPMENT

The administration will present a procedure to the school board for review and approval regarding the type of equipment that is available for community use, the extent to which it may be utilized, and the manner by which it may be scheduled for use and any charges to be made relating thereto. Upon approval of the school board, such procedure shall be an addendum to this policy.

VI. RULES FOR USE OF FACILITIES AND EQUIPMENT

The school board expects members of the community who use facilities and equipment to do so with respect for school district property and an understanding of proper use. Individuals and groups shall be responsible for damage to facilities and equipment. A certificate of insurance may be required by the school district to ensure payment for these damages and any liability for injuries. The district will determine the need for provided insurance based on risk assessment of the activity and size of permitted groups. Insured individuals, groups and/or organizations that are not ISD 709 school or district affiliated groups should provide proof of liability insurance and submit a Certificate of Insurance verifying liability insurance covering up to $1,000,000 prior to use of district facilities.

Legal References: Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References: MSBA/MASA Model Policy 801 (Equal Access to School Facilities)
MSBA/MASA Model Policy 901 (Community Education)
902R Facilities Use Guide ISD 709

Replacing: Policies 1130, 1130.1R, 1130.2R, 1130.3R, 1130.4R
First Reading:
Second Reading:
Adopted:

Process & Procedures for Scheduling School District Facilities

Contact Information:

Danielle Sonday, Facilities Use Coordinator

Email: facilitiesrequest@isd709.org

Phone: 218-336-8760 x4

713 Portia Johnson Drive, Door F, Duluth, MN 55811

All facility requests are to be made online following the facility use request process found on the district website: https://www.isd709.org/community/facilities-use

Permits:
Online requests are to be electronically submitted and signed five (5) business days prior to the event, requests made less than 5 days in advance will be considered as space and personnel allow. Each group is required to have the approved permit available for review during the event. In addition, the electronic signature is part of the requirement for securing a space with Duluth Public Schools. Permit holders must be at least 18 years old.

Insurance:
Applicants and/or organizations agree to assume all responsibility for damage or liability of any kind and further agree to hold harmless Independent School District 709 from any liability and/or expense in connection with the use of the school facilities. The district may require the applicant and/or organization to sign a Waiver of Release or furnish a Certificate of Liability/Property Insurance in the amount of $1,000,000 combined, single limit, for general liability, naming the school district as an additional insured.

Tax Exempt Status:
For tax exempt users, a completed Certificate of Exemption—MN Revenue Form ST 3 must accompany your request. This may be submitted by email to facilitiesrequest@isd709.org.

Right of Refusal:
The school district reserves the right to cancel any reservations should district needs arise. Regular school activities and organizations of the school district shall have first priority in the use of any facility. The district may also reject requests or cancel permits for facility use for any reason deemed to not align with ISD 709 policies, values, or set requirements.

Invoice Payment:
Payment for use of facilities, equipment, and district personnel fees are due immediately upon receipt of the billing statement. Contract holders with unpaid invoices of 60 days or more will not be allowed to reserve district facilities until the account has been settled.

Community Use Rules and Regulations

Rules and regulations exist to protect property owned by our school district, and to ensure safety to users. The following rules are to be adhered to when using school district facilities, grounds and equipment in accordance with Minnesota School Board Association Policy 902. It is the facility user group's responsibility to communicate these rules and regulations to their leaders, participants and spectators.

- Regular school activities, programs and organizations shall have first priority in the use of any district facility or grounds.
- After the Facility Use Permit has been approved by the facility scheduler and signed by the requestor, it becomes an agreement with the requestor and/or the organization.
- Contract holders cannot sublet or transfer their rights and privileges to any other individual, group, business or organization.
- If any damage is found after a group has used the district facilities, grounds or equipment, the group scheduled will be held responsible for the cost of repair or replacement of any items damaged, lost or stolen from school district property.
- Facility user groups will be responsible for leaving the facilities and property in the same condition or better as upon arrival (including returning furniture to original configuration and any other clean up needed).
- The Facility Use Permit is granted for specific dates, equipment, room or areas of building for specific periods of time and for specific uses including the nearest restrooms and drinking fountain. Using a building for other purposes, using additional facilities, loitering in other areas, entering or remaining in the building beyond the allotted time will be considered as unauthorized use of the facilities.
- Additional charges may be added to the facility use fee as well as denial of future use.
- Any propping of doors, or doors remaining open during the time of your event will result in denial of future facility use requests.
- For use of kitchens (food service areas), classrooms with cooking facilities, stadium, pools, sound booths, lighting booths and all related technology equipment usage will require appropriate district trained personnel and/or permission. The facility user group will be billed at the current hourly rate. Use of computer facilities must comply with the district's Internet Acceptable Use Guidelines as defined in Policy 524.
- Facility user groups receiving approval to use district facilities, grounds and equipment are responsible for ensuring adequate supervision for the approved activity. For safety reasons, no children will be allowed entrance to a building until a responsible adult is in attendance and ready to take charge of the group. The adult responsible for the activity must remain with the group the entire time that they are in the building and must not leave until he/she is certain that all members of his/her group are out of the building and picked up by parents/guardians.
- The adult responsible for the activity is also accountable for the conduct and behavior of both participants and spectators. Responsibility includes enforcing rules and regulations

as well as restricting group activity to the areas listed on the facility use permit. All children must be under parental/leader supervision. Running or ball play is not permitted outside of the gym.

Cancellations and No-Shows

If a permit needs to be canceled, please contact the Community Education office as soon as possible. Last minute cancellations should notify the Community Education office and call the site's engineer office. Phone numbers can be found in the ISD 709 Buildings and Locations section of this document.

The district reserves the right to charge a cancellation fee and/or full payment if cancellation is not requested 7 days prior to the event or for no-shows.

Exceptions are for weather related cancellation or canceled by ISD 709. There will be no charge for cancellations for these reasons.

The district will make every effort to provide alternative locations or reschedule the event.

Equipment Use

Use of ISD 709 equipment such as athletic equipment, sound and lighting equipment, instruments, etc., may require a rental fee. All fees will be pre-approved and listed on the group's facility use permit.

A group will be charged if damages of ISD 709 equipment results from non-supervision of those in attendance, carelessness, inappropriate use of equipment, etc.

Custodial Services

Events that require special or heavy set-up or clean-up, involve meals, are large enough to require the cleaning of public areas and/or rest rooms, or involve other issues requiring custodial support will have a custodian assigned and the group will be responsible for the cost. Cost is dependent on space rented. Renters scheduling events that extend beyond the custodian's normal work schedule will pay overtime rates.

District 709 Policies and Procedures

Duluth Public Schools policies, local and state ordinances and laws, and fire codes pertaining to the use of public facilities must be observed. Copies of all school district policies are available online athttps://www.isd709.org/about-us/policies. Policies include but are not limited to the following:

- Duluth Public Schools are tobacco free. Use of tobacco products is prohibited on
- school district property including buildings and grounds as defined in Policy 419.
- Possession or consumption of intoxicating beverages or illegal substances, (drugs) of any form is prohibited on school district property including facilities and grounds as defined in Policy 418.
- No weapons or look-a-like weapons, as defined in Policy 501, shall be allowed on school property for any reason other than in conjunction with an authorized firearm safety program with the exception of legally authorized officials.
- Facility user groups agree to go over any safety concerns and rules related to the scheduled activity including proper sportsmanship, location of fire extinguishers, and proper use of equipment. Facility user groups must furnish their own first aid kits and instructional supplies.
- The district prohibits all forms of harassment and violence as defined in Policy 413.
- If a fire alarm sounds in any area of a building the entire building must be evacuated according to evacuation maps posted in each room near the exits.
- If an alarm sounds related to tornado warning the entire building must take cover in the nearest location as indicated on maps posted in each room/space.
- Consumption of food (including snacks and refreshments) and beverages in school facilities is allowed in designated areas only, this does not include instructional areas, gymnasiums, auditoriums, and other special use rooms.
- Disorderly conduct is prohibited and punishable by ejection from the facility or grounds. This includes inappropriate communication and disrespect for authority, event supervisor and/or custodian by group leaders and/or participants of a group. The proper authorities will be notified. Law enforcement may be called to intervene.
- Parking is allowed in designated areas only.

ISD 709 Group Classification and Priority List

Class I

- 709 District Groups
- School sponsored Pre-K – 12 programs, classes, co-curricular activities, meetings
- Community Education Programming*
- Duluth Pre-School
- Early Childhood and Family Education
- Professional Development
- KeyZone – district affiliated after school programming
- PTO/PTA groups
- District affiliated athletic booster clubs

Class I users shall not be required to pay a facility use fee, but they may be required to reimburse the district for staff costs or other expenses directly attributable to the activity. ISD 709 Employees are not permitted to rent district space to conduct activities for their own private profit.

Class II

- Non-profit, tax-exempt youth community groups and organizations with at least 70% ISD 709 resident participants.
- Scout groups, 4-H, Duluth Community School Collaborative, Valley Youth Center
- District Area Athletic Associations (serving youth aged 18 and under)
- Groups sponsored by the City of Duluth, St. Louis County, State of Minnesota, or any federal government group.
- Non-profit, tax-exempt community groups related to political groups (caucuses, polling, or elections), but not to host events that charge admission or are fundraising in nature.
- Duluth based colleges and universities.

Class III

- Non-profit, tax-exempt groups and organizations within ISD 709 district boundaries that use school facilities for events to raise money and/or charge admission (youth athletic tournaments, fundraisers). This does not include charging admission to cover direct activity expenses.
- Other non-profit, tax-exempt organizations and businesses, as well as, residents, and neighborhood groups within ISD 709 district boundaries.
- Duluth based private and charter schools, religious groups, and groups containing less than 70% ISD 709 serving resident participants.
- Non-Duluth based non-profits, schools, colleges and universities, youth sport and athletic associations.

Class IV

- Commercial and for-profit groups and individuals

Special Use Areas: Pools, Kitchens, Athletic Fields/Gyms, etc.

Swimming Pools

Maximum number using the pool facility is limited to fifty (50).

Any clean swimsuit (except wool) may be worn. Cut-offs, shirts, blouses and casual wear shorts are not permitted. Participants shall provide their own towels.

Permission for use of any foreign objects in the pool shall be granted only when necessary for training which leads to certification or for classes offered/approved by the School District. Approval shall be obtained in advance from the Facilities Use Coordinator or Aquatics Manager.

The following rules shall be adhered to by all groups using pool facilities:

- Take a hot soap shower, without a suit, before and after swimming.
- Use lavatories before swimming.
- Remove bandages, plasters, tape, bobby pins, and gum before entering the pool.
- Enter and leave the water at lifeguard's request.
- Avoid all forms of dangerous activities including running, pushing, "dunking," throwing objects, and hanging on diving boards, platforms, or blocks.
- Remain out of the diving area while the diving board is used. Stay off the diving board when occupied by another person. Take only one bounce when diving. Wait until others are out of the diving area before completing a dive. Swim straight out of the diving area after completing a dive.
- Report illness or injury to a lifeguard or swimming instructor.
- Stay in the pool area suited to the swimmer's ability or area designated by a lifeguard or swimming instructor.
- The use of gum, food, and drinks of any kind in the pool area is prohibited and shall be enforced by the lifeguard.
- Inner tubes and other inflated objects, towels, and metal objects are not permitted.
- The lifeguard will allow the use of diving bricks, rings, flutter boards, and swimming fins as part of the regular instruction. Goggles, aqua lungs, skin-diving equipment and snorkels shall be used only when qualified instructors are present and preliminary approval granted.
- A first-aid kit shall be available for preliminary first aid.
- Feats of daring, exhibition, rowdiness, and spouting of water are prohibited.
- Groups or individuals using the pool and/or gym are responsible for their own valuables.

Kitchen and Cafeteria Areas, Food Sales, and Concessions

The principal and Facilities Use Coordinator will grant permission for the use of cafeterias. The organization/individual will pay for any damages. All machinery and technical equipment shall be operated by regular food service employees at the expense of the organization. Certified staff shall be on-site at all times with kitchen use.

Child Nutrition personnel employed by the renting organization shall be reimbursed at a rate of pay determined by the School Board. Banquets or special dinners may be served in the school cafeterias for school-related functions. The cost of these services shall be paid by the group using said facilities.

All federal, state, and St. Louis County Health Department rules and regulations governing food service shall be adhered to. Items bought from a licensed bakery, grocery store, or other commercial kitchens may be allowed.

The permit holder shall comply with the following restrictions:

- No home-canned products including vegetables, meat, poultry, fish or shellfish, or homemade sausage shall be sold or served.
- None of the following potentially hazardous food shall be prepared in private homes and brought into school buildings for consumption:
    - Casseroles containing meat, fish or poultry.
    - Baked ham, roasted poultry, roasted pork.
    - Salads and sandwiches containing meat, fish, poultry or eggs.
    - Milk-based cream pies, including banana cream, Boston cream, butterscotch, chocolate, coconut cream or other milk-based mixtures.
    - Custard-filled pastries including éclairs and cream puffs or other custard filled products.
- Potluck style foods and events are ~~not allowed~~ and exempt from any licensing requirements so long as the food is brought by the people attending and the food is not prepared in or brought into a licensed kitchen at the site of the potluck.
    - Information about Potluck Events can be found here: https://www.health.state.mn.us/communities/environment/food/docs/fs/potluckfs.pdf
- Dishes and silverware of the cafeteria may be used. However, it shall be the responsibility of the organization, under the direction of the food service personnel, to return, clean, and store items in the same manner as before usage.

Bake Sales

Any bake sale must be approved by the district and hold a permit from the Community Education Department. All items sold shall adhere to the restrictions above and only sell non-potentially hazardous food items. A sign needs to be posted (see #48 on the MN Department of Agriculture's Cottage Food Law Guidance for the sign for non-potentially

hazardous foods). According to MN State Law 28A.152, an individual selling allowable foods under this section is limited to total sales with gross receipts of $78,000 or less in a calendar year.

MN Department of Agriculture Cottage Food Law:
https://www.mda.state.mn.us/food-feed/cottage-food-law-guidance

Independent Concession Stand Operation
Any and all service of food to the public must be licensed. The practice of student or parent booster clubs, activity clubs, or class groups preparing or selling food at games, activities, or for class projects, etc., is not allowed without the proper food license and approval from the district. All license requirements must be met and provided to the Duluth Public School District prior to any and all events along with obtaining a facility use permit from Community Education. Any food or drink item to be sold must meet all federal, state, and St. Louis County Health Department rules and regulations governing food service.

To come into compliance, groups will need to either:

- Obtain a special event license to sell food.
- Construct a seasonal food permanent food stand with all commercial equipment.

Information for the Special Events Food Stand Licence can be found here:
https://www.mda.state.mn.us/special-event-food-stand-license-application-guide

~~Regular School Libraries~~ Media Centers

School ~~libraries~~ Media Centers are geared to school curriculum and not general public use. Should a community feel it important to open a ~~local school library~~ Media Center, the following usage procedure is required:

- A request for ~~library facility~~ Media Center usage shall be filed with the ~~principal and~~ Facilities Use Coordinator and coordinated with the school ~~librarian~~ Media Center Technician.
- No person may check materials out of the ~~library~~ Media Center or remove items from that space. Library media supplies such as markers, crayons, puzzles, games, legos and other maker space items should not be used.
- Any individual, group, or organization shall be responsible for replacing any materials lost, damaged or destroyed during use of the ~~library~~ Media Center.
- No food or drink shall be brought into any Media Centers.
- If the use of AV equipment is requested, it must be approved by the Media Center Technician and the user must have ISD 709 district credentials whether as a staff member or requested through the Facilities Use Coordinator who shall request guest credentials from the Technology and Digital Innovation Department. Any use while

accessing ID 709 equipment and networks must follow district Policy 524 Internet Acceptable Use and Safety Policy.

- After use of the Media Center, return all furniture and equipment to their original locations, wipe off white boards, tables should be cleaned as necessary, and turn off lights. If using AV equipment, sign out of computers and Smartboards and restore all technology settings (i.e. speaker selection).

~~Industrial Arts Facilities~~ Career and Technical Education (CTE) Facilities

~~The industrial arts teacher~~ CTE Faculty and Staff shall be responsible for all equipment in an ~~industrial arts~~ CTE facility. Programs using industrial arts facilities shall be approved by the Community Education Office with permission from CTE faculty.

School Grounds and Athletic Fields

Application for the use of playgrounds and athletic fields shall be made in the same manner as for the use of buildings and facilities.

The applicant shall provide police and/or fire supervision for those activities where it is deemed necessary by the Facilities Use Coordinator.

Professional contests shall not be played on school athletic fields or playgrounds without ~~School Board approval.~~ district approval whether from the Community Education Office or Activities Directors.

Gymnasiums

Gymnasiums may be used by organizations for recreation and instruction purposes.

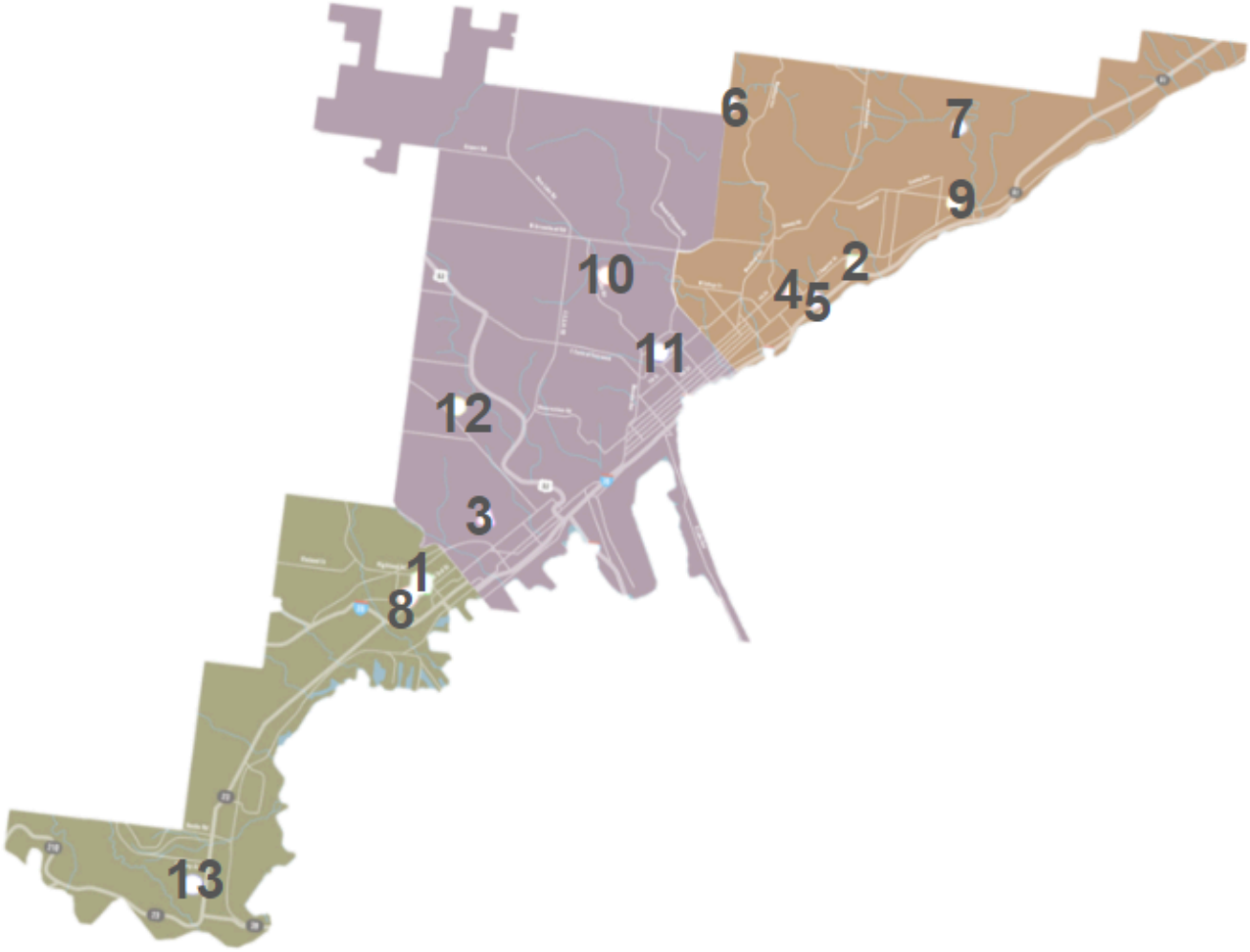
- No instructor, member of a gymnasium class, or visitor shall be permitted on the playing portion of the floor wearing street shoes.
- Each leader shall use reasonable caution to see that snow, water, or dirt are removed from shoes before admittance to the gymnasium.
- Each leader shall be held responsible for enforcement of all safety and security regulations.
- Each leader shall conduct only those gymnasium activities that are meaningful and within the physical capabilities of the students/adults expected to perform them.
- Use of school district owned physical education and athletic equipment and supplies will be permitted if authorized by the principal, gym teachers, or Facilities Use Coordinator.

- Use of physical education apparatus is permitted only when a leader competent to instruct in its use is present and use has prior approval of the principal, gym teachers, or Facilities Use Coordinator.

ISD 709 Buildings and Locations

	School	Address	School Number	Engineer Ext.
1	Denfeld HS	401 N 40th Ave W 55807	218-336-8830	x 1932
2	East HS	301 N 40th Ave E 55804	218-336-8845	x 2146
3	Lincoln Park MS	3215 W 3rd St 55807	218-336-8880	x 3285
4	Ordean MS	2900 E 4th St 55812	218-336-8940	x 4111
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8	Laura MacArthur	720 N Central Ave 55807	218-336-8900	x 3112
9	Lester Park ES	5300 Glenwood St 55804	218-336-8875	x 2655
10	Lowell ES	2000 Rice Lake Rd 55811	218-336-8895	x 2974
11	Myers-Wilkins ES	1027 N 8th Ave E 55805	218-336-8860	x 2443
12	Piedmont ES	2827 Chambersburg Ave 55811	218-336-8950	x 2735
13	Stowe ES	715 - 101st Ave W 55808	218-336-8965	x 3919

Map of Duluth and School Locations



Dates with Meeting Restrictions 2024-2025

January 1, 2024	New Year's Day Holiday	No school, no meetings
January 15, 2024	Martin Luther King, Jr.'s Birthday Observed *	No meetings
February 19, 2024	Presidents' Day *	No meetings
February 27, 2024	Precinct Caucus Day	No meetings or activities after 6:00 p.m.
March 5, 2024	Presidential Nomination Primary	No meetings or activities 6:00 p.m. – 8:00 p.m.
March 12, 2024	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 27, 2024	Memorial Day	No school, no meetings
June 19, 2024	**Juneteenth** ^	No school, no meetings
July 4, 2024	Independence Day	No school, no meetings
August 13, 2024	Primary Election Day	No meetings or activities 6:00 p.m. - 8:00 p.m.
September 2, 2024	Labor Day	No school, no meetings
October 14, 2024	**Indigenous Peoples Day** (Optional Holiday) ^^	No meetings if this is a school district holiday
November 5, 2024	Election Day	No meetings or activities 6:00 p.m. – 8:00 p.m.
November 11, 2024	Veterans Day	No meetings
November 28, 2024	Thanksgiving Day	No school, no meetings
November 29, 2024	Day After Thanksgiving (Optional Holiday)	No meetings if this is a school district holiday
December 25, 2024	Christmas Day	No school, no meetings
January 1, 2025	New Year's Day Holiday	No school, no meetings
January 20, 2025	Martin Luther King, Jr.'s Birthday Observed *	No meetings

February 17, 2025	Presidents' Day *	No meetings
March 11, 2025	Township Election Day (if applicable)	No meetings or activities 6:00 p.m. - 8:00 p.m.
May 26, 2025	Memorial Day	No school, no meetings
June 19, 2025	**Juneteenth** ^	No school, no meetings

* Minnesota Statutes Section 645.44 list dates that are "holidays" under state law. Minnesota's political subdivisions have the option of determining whether Indigenous Peoples Day or the Friday after Thanksgiving shall be holidays. Where it is determined that either day is not a holiday, public business may be conducted.

If the date is determined to be a school day, it must be reflected in the teacher's contract. If Martin Luther King's birthday, Presidents Day, Veterans Day is determined to be a school day, at least one hour of the school program must be devoted to a patriotic observance of the day. For more information, see Minnesota Statutes Section 120A.42 (*Conduct of School on Certain Holidays*).

When the following holidays fall on a **Saturday**, the holiday is observed on the preceding **Friday**; when the following holidays fall on a **Sunday**, the holiday is observed on the following **Monday**:

New Year's Day (January 1) Veterans Day (November 11)
Juneteenth (June 19) [new] Christmas Day (December 25)
Independence Day (July 4)

Juneteenth ^
On Juneteenth (June 19), "public schools may offer instruction and programs on the occasion." For more information, see Minnesota Statutes 10.55 (*Juneteenth*). The Minnesota Department of Education takes the position that school may not be offered on this holiday. MSBA continues to work with MDE to determine the "instruction and programs on the occasion" that may be offered.

Indigenous Peoples Day ^^
In 2023, the Minnesota legislature replaced Christopher Columbus Day (the second Monday in October) with Indigenous Peoples Day. All references to "Christopher Columbus Day" or "Columbus Day" are to be changed to "Indigenous Peoples Day" in Minnesota Statutes and Minnesota Rules. Thus, the conditions set forth in Minnesota Statutes Section 120A.42
(*Conduct of School on Certain Holidays*) continue to apply on this date.

Dates with Meeting Restrictions © Minnesota School Boards Association 2023. All rights reserved.

HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 11, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Enrollment Report 5
     - 2) Child Nutrition Department Report 8
     - 3) Facilities Department Report 9
     - 4) Technology Department Report 12
     - 5) Transportation Department Report 13
3. **Recommended Resolutions**
   - A. B-6-24-4031 - Adoption of FY25 Budget 14
   - B. B-6-24-4032 - Acceptance of Donations to Duluth Public Schools 15
   - C. B-6-24-4033 - 2024-2025 Resolution for Membership in the Minnesota State High School League (Denfeld High School) 17
   - D. B-6-24-4034 - 2024-2025 Resolution for Membership in the Minnesota State High School League (East High School) 19
4. **Consent Agenda**
   - A. HR Staffing Report 21
   - B. Job Description - Safe Routes to School Coordinator 22
   - C. Finances
     - 1) Financial Report 26
     - 2) Fundraisers 27
   - D. Bids, RFPs, and Quotes
     - 1) RFP #321 - District-Wide Annual Inspection and Service to Boilers 28
     - 2) RFP #322 - Electrical Labor (High Voltage & Low Voltage) 30
     - 3) RFP #323 - District-Wide Glass Replacement Services 32
     - 4) RFP #327 - Bus Transportation Service 34
     - 5) RFP #328 - Crack Fill & Sealcoat 36
     - 6) Quote #4393 - District-Wide Annual Inspection and Testing of Fire Alarm Systems 39
     - 7) Quote #4394 - District-Wide Annual Testing and Maintenance of Sprinkler Systems 41
   - E. Contracts, Change Orders and Leases
     - 1) Voyageur Bus Contract 43

2) KY Interpreting Services FY24 62
3) KY Interpreting Services FY25 68
4) Soliant Services FY25 74
5) Change Order - Duluth News Tribune Building Remodel (Additional Services) 77

5. **Miscellaneous Informational Items (no action required)**
A. Expenditure Contracts 79
B. No Cost Contracts 194
C. Revenue Contracts 202

Human Resources Report Summary
June 2024 Activities

Staffing Updates:
Number of staffing changes received by HR during the month of May. This is a summary of the consent agenda.

	Certified	Non-Certified
# New Hires	15	6
# Retirements	2	4
# Resignations	4	9
# Leave of Absences	1	1

HR Department Updates:
Human Resources is currently preparing to confirm the non-renewals of Certified staff. We attended a job fair with Duluth CareerForce on June 5 and were able to talk with potential candidates for our non-certified positions we have available.

Human Resources will be having a Business of the Day event with Duluth CareerForce where we can focus on interviewing and assisting people to apply for non-certified jobs on the spot on August 12th. Human Resources staff attended the outdoor Mini Series Career Fair with CareerForce of Carlton County for their May 24th Career Fair. We will be participating in the rest of their Mini Series Career Fairs on July 25th, August 22nd and September 26th. For these fairs, we focus more on promoting non-certified staffing positions, such as bus drivers and helpers, maintenance positions, paraprofessional positions, and food service workers.

Benefits Updates:
The Benefits Department is processing retirements, calculating healthcare savings plans, and assisting with benefit enrollment for this year's retirees. In addition, the department is hosting free physical therapy consults for the DSC buildings employees on Monday, June 10th.

All changes and rate updates for Open Enrollment take place July 1st, meaning employees see the price change in their June paychecks.

Hiring Updates:

To date for the 24-25 school year, we have posted 146 certified openings and have filled 106.

<u>Certified:</u>
For 24-25 school year:
Teachers
- *Elementary (7)*
- *Middle School (11)*
- *Special Education (6)*
- *Adult Basic Education (1)*

To date for the 24-25 school year, we have posted 78 non-certified openings and have filled 57.

Non-Certified:

Clerical (1)

Maintenance (13)

- *Custodian I (5)*
- *Engineer II (1)*
- *Master Electrician (1)*
- *Second Shift Engineer I (4)*
- *Second Shift Engineer II (2)*

Transportation (7)

- *School Bus Driver II (4)*
- *School Bus Helper (1)*
- *Temporary Van Driver (1)*

Playground/Cafeteria Monitor(6)

Paraprofessionals (11)

- *Early Childhood Sp. Ed (1)*
- *Instructional Paraprofessional (1)*
- *Sp. Ed. Building Wide Paraprofessional (2)*
- *Sp. Ed. Program Paraprofessional (5)*
- *Sp. Ed. Student Spec. Paraprofessional (1)*
- *2024 ESY Paraprofessional (1)*

Contract Negotiations:

We have come to a Tentative Agreement with the Education Directors Association that we will be bringing to the board in June. Negotiations are continuing with both the Clerical Unit and the National Conference of Firemen and Oilers.

Upcoming negotiation dates are as follows:

National Conference of Firemen and Oilers	July 22, 23 and 24
Clerical Unit	June 24, July 1 and 8

We are still waiting to start the process for July 1, 2023 contract expiration with the District-Wide Instructional Administrators Association. They have not yet requested to negotiate.

2023-2024 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	478.00	397.00	81.00	68.00	68.00	82.00	92.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	440.00	373.00	67.00	75.00	75.00	76.00	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	527.00	444.00	83.00	102.00	76.00	83.00	86.00	97.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	297.50	245.50	52.00	50.50	54.00	45.00	53.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	335.00	278.00	57.00	63.00	62.00	52.00	48.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	283.00	236.00	47.00	44.00	54.00	45.00	42.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	307.00	254.00	53.00	50.00	48.00	56.00	48.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	395.00	318.00	77.00	73.00	62.00	68.00	55.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	227.00	186.00	41.00	43.00	33.00	40.00	36.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	612.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	233.65	182.40	196.30	0.00	0.00	0.00	0.00
Ordean East Middle 335	1095.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	370.55	341.00	383.70	0.00	0.00	0.00	0.00
AE Online 650	179.76							0.00	2.40	1.90	5.00	32.62	41.90	56.02	39.92
Denfeld 215	902.60							0.00	0.00	0.00	0.00	248.05	266.05	187.40	201.10
East 220	1386.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.85	354.25	336.65	322.70
Merritt Creek Academy 81	81.85	33.00	5.00	4.00	3.00	10.00	5.00	11.00	11.30	5.55	10.00	5.00	7.00	4.00	1.00
ALC 611	71.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	12.85	35.00	22.70
Chester Creek Academy 575	32.00	20.00	2.00	1.00	4.00	5.00	7.00	3.00	4.00	2.00	0.00	2.00	2.00	0.00	0.00
Rock Ridge Academy 580	35.18	14.00	2.00	5.00	1.00	3.00	1.00	4.00	2.40	1.70	5.33	5.35	3.70	0.70	0.00
Arrowhead Academy 605	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	0.00	4.00	7.00	2.00	2.00
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	0.00
Hospitals 630	22.66	3.00	0.00	0.00	1.00	1.00	0.00	1.00	2.00	3.00	4.00	4.66	5.00	1.00	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:	7988.25	3011.50	603.00	619.50	587.00	614.00	589.00	602.00	627.30	539.55	604.33	675.78	699.75	622.77	604.27

626 students
42 Open Enrolled, 67 FT Residents, 517 PT Residents,
average enrollment 0.29 or 2 classes

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	475.00	476.00	478.00	2.00		5.00	20.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	436.00	437.00	438.00	440.00	2.00		5.00	36.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	246.00	247.00	246.00	246.00	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	527.00	525.00	527.00	2.00		-2.00	-50.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	299.50	301.50	301.50	297.50	-4.00		-6.50	23.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	331.00	331.00	331.00	335.00	4.00		-8.00	13.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	287.00	289.00	285.00	283.00	-2.00		-7.00	-8.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	313.00	309.00	308.00	307.00	-1.00		-12.00	-8.83
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	390.00	395.00	396.00	395.00	-1.00		-1.00	-14.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	224.00	224.00	226.00	227.00	1.00	3.00	1.00	-5.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	624.00	624.40	617.50	612.35	-5.15		-17.65	19.80
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	1104.00	1094.55	1096.85	1095.25	-1.60	-6.75	-6.35	36.42
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	186.58	180.33	178.63	179.76	1.13		85.51	15.25
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	913.15	910.20	899.25	902.60	3.35		-65.60	14.25
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	1400.85	1387.60	1384.70	1386.45	1.75	6.23	-180.55	-2.80
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	84.60	82.55	83.85	81.85	-2.00		-3.15	-1.93
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	73.70	76.55	75.55	71.55	-4.00		-24.45	-15.15
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	30.00	32.00	31.00	32.00	1.00		0.00	-15.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	41.80	37.85	38.21	35.18	-3.03		-13.82	7.73
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	22.00	17.00	15.00	18.00	3.00		4.00	-3.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.75	0.25	0.25	0.25	0.00		0.00	0.00
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	18.00	19.00	20.00	22.66	2.66		12.66	-0.34
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	14.85	14.85	14.85	14.85	0.00	-2.37	-3.15	4.85
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	7988.25	0.11	0.11	-239.05	59.42
Change		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	0.11				

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	376.00	387.00	414.00	27.00		217.00	311.60
PK	0.00	32.00	66.00	52.00	52.00	51.00	50.00	50.00	50.00	37.00	-13.00	14.00	50.00	44.00
KA	145.00	148.00	152.00	162.00	161.00	162.00	163.00	150.00	155.00	158.00	3.00		10.00	155.60
KG	455.00	450.00	445.00	435.00	437.00	438.00	438.00	453.00	448.00	445.00	-3.00		-7.00	444.40
1	627.20	618.00	620.00	619.00	617.50	622.50	623.50	619.50	619.50	619.50	0.00		-7.70	620.62
2	597.00	595.00	592.00	588.00	586.00	588.00	583.00	587.00	583.00	587.00	4.00		-14.00	588.60
3	615.00	613.00	618.00	619.00	609.00	610.00	610.00	613.00	614.00	614.00	0.00		-1.00	613.50
4	610.33	602.33	603.00	601.00	603.00	592.00	591.00	592.00	589.00	589.00	0.00		-21.33	597.27
5	610.99	605.99	603.00	598.66	602.00	605.00	599.25	597.00	602.00	602.00	0.00		-8.99	602.59
6	640.00	634.10	637.30	633.30	631.00	629.60	627.05	626.00	622.30	627.30	5.00	9.00	-17.70	630.80
7	555.00	542.45	551.75	549.30	545.75	546.60	544.30	548.40	543.40	539.55	-3.85		-11.60	546.65
8	610.23	600.10	606.25	608.63	608.45	607.93	608.55	606.30	606.18	604.33	-1.85	-5.70	-4.05	606.70
9	670.00	656.18	677.65	676.21	674.81	676.08	677.61	671.86	676.74	675.78	-0.96		6.74	673.29
10	711.05	710.05	725.20	722.10	714.35	718.05	715.90	705.90	698.20	699.75	1.55		-12.85	712.06
11	655.20	655.39	654.85	647.93	638.23	637.20	642.35	633.55	627.30	622.77	-4.53		-27.90	641.48
12	725.30	705.78	673.08	657.60	649.75	635.77	615.27	609.12	603.52	604.27	0.75	-3.19	-121.78	647.95
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	8068.73	8038.78	8012.63	7988.14	7988.25	0.11	0.11	-239.16	8081.49
Change		-90.93	22.71	-41.35	-39.89	-9.11	-29.95	-26.15	-24.49	0.11				

Child Nutrition Report

May 2024 Meal Counts

Week of:	Break 5/1/2024	Lunch 5/1/2024	Break 5/6/2024	Lunch 5/6/2024	Break 5/13/2024	Lunch 5/13/2024	Break 5/20/2024	Lunch 5/20/2024	Breakfast 5/27/2020	Lunch 27-May	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	329	1005	501	1784	495	1812	505	1696	423	1309	2253	7606	102	346
Denfeld	717	1470	1116	2421	1190	2324	1057	2414	836	1759	4916	10388	223	472
Harbor City											0	2207	0	100
East High	961	1616	1474	2792	1530	2824	1384	2941	1166	2121	6515	12294	296	559
Homecroft	514	1058	821	1779	818	1744	640	1424	301	821	3094	6826	141	310
Lakewood	346	537	494	918	550	854	502	893	392	746	2284	3948	104	179
Lester Park	494	1159	657	1965	848	1892	877	1858	622	1414	3498	8288	159	377
Lincoln park	620	1187	978	2134	972	2031	987	2046	770	1561	4327	8959	197	407
Lowell	874	1440	1477	2425	1479	2419	1430	2254	1144	1901	6404	10439	291	475
Laura Macart	579	698	967	1210	944	1125	921	1124	730	883	4141	5040	188	229
Myers-Wilkins	496	764	775	1237	808	1245	781	1273	570	960	3430	5479	156	249
Ordean/East	469	1907	655	3389	699	3221	706	3394	550	2478	3079	14389	140	654
Piedmont	832	1135	1384	1826	1399	1829	1362	1835	1081	1444	6058	8069	275	367
Rockridge	72	113	106	161	112	158	96	149	72	118	458	699	21	32
Stowe	538	605	911	1022	862	1004	878	1007	732	826	3921	4464	178	203
ALC	14	36	652	93	40	81	32	55	17	48	755	313	44	18
	3 days	alc 2	5 DAYS	ALC 4	5 days	ALC 4	5 days	ALC 4	4 days	ALC 3				
	7855	14730	12968	25156	12746	24563	12158	24363	9406	18389	55133	109408	2516	4977
Denfeld Supp	Mon-thurs	234		281		399		395		206		1515	TOTAL	
Days of service		2		4		4		4		2		16	95	Daily

Fresh Fruit and Vegetable Grant for Myers Wilkins—School year 24-25

Child Nutrition applied and was selected again for the FFVP grant for Myers Wilkins School.
This grant is accomplished through a partnership with the community liaison at Myers. They are responsible for distribution and any education that comes with this additional snack for students.
The program was developed to allow students a sampling of fresh fruits and vegetable that they might not get a home. The grant is in the amount of $21,692.00.

Health Department Reviews

All Health Department reviews are now complete for the 23-24 school year. Each school has a certified food protection manager and receives 2 reviews a year from a MDH sanitarian. All reviews passed satisfactorily with no follow up visits needed. Per Health Department regulations, reviews are available at the school site to view and also online on the Child Nutrition page of the district website.

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Facilities Management & Capital Project Status Report
June 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 301 work orders and are currently working on 243 open work orders.
- The facility's CMMS system has begun building the CAD layouts for processes, work orders and asset mapping. Drawings for East have been completed, all others should be completed by October 2024, Have begun entering capital assets into the framework. High schools will be the first building assets entered and completed.
- Rockridge will have the property surveyed and plotted the week of June 3rd through June 7th.

Capital / Construction

- Smith Bell and Clock finished the timing and gearing installation on May 23rd. Denfeld clock is now fully operational.
- Duluth News Tribune building remediation completed May 24th Renovation meetings have resumed.
- Lowell Elementary exterior and Window construction project was canceled and has not been rescheduled. Interior work will most likely be done through the district's T&M contracting.
- Materials have begun to arrive for the Pool renovation at Lincoln Park. Horizon has already completed the installation of the new Sand Filters, Motor, Strainer, Pump, and Chlorine dispensing system. VFD installation will begin when the electrician can schedule.
- Transportation building expansion, proceeding with site walk thru with Design Tree for scope development, and sign off.
- Lowell loading dock exterior wall repair is close to settlement with Kemps. Stretar Masonry will do interior brick inspection before signing off on the extent of work.

Discussion with Legal Representation

- Discussions with Kemps Insurance representatives at Sedgewick are in final discussions. All updated quotes have been submitted. The only issue is if there is any interior wall damage and how that will be handled if it is discovered. Once they are available Stretar Masonry will open the exterior wall envelope to inspect before settlement.

Building Operations

- The Operations staff is gearing up for Summer maintenance projects and building deep cleaning.

- We are still working on filling licensed positions. Most of the Custodian positions have been filled. Operations has continued looking to fill Engineer II positions at Lowell and Myers-Wilkins, Second Shift Engineer II position at Lincoln Park and Ordean Middle School, Second Shift Engineer I at Lakewood, Laura MacAurthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

Health, Safety, and Environmental Management

- **Audits & Inspections**
  - One automotive hoist at Denfeld HS needs to be replaced, replacement has been ordered and installation has been scheduled.
  - 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 was conducted per Minnesota Department of Health guidelines. Retests passed - results will be presented at July COW meeting.
  - Fire code corrections at East HS still under way

- **Regulatory Reporting**
  - Nothing needed in May

- **Systems & Technology Updates**
  - New Health and Safety Management Vector EHS Management system set up and in use. Will create training for how to use hazard reporting forms over the summer.

- **Training**
  - Aerial lift training scheduled for June 25. Staff who utilize lifts must attend.
  - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 27th.

- **Chemical and Hazardous Waste Disposal**
  - Other old chemicals at DNT are inventoried and ready to be picked up. Pickup is in the process of being scheduled.
  - Bulb and battery pickup google form was sent out to building engineers to get inventory for July disposal.
  - Extra cleaning chemicals found at Garfield building are being brought to WLSSD June 5.

- **Document Updates**
  - IEA is working with the district to re-write HSE procedural documents that were severely outdated. Documents ready for roll-out over the summer are:
    - Bloodborne Pathogens
    - AED Program
    - Bleacher Safety Program
    - Emergency Response Crisis Management Plan
    - Confined Space Program
    - Elevated Work Platform Safety Program
    - Automotive Lift Safety Program
    - Compressed Gas Safety Program

- **Injury and Incident Statistics**

  - **May 2024 (as of 5/29/2024)**

    - **OSHA Recordable Rate (TRIR)**: *TBD, May payroll hours not released as of 5/29/24*

- **OSHA Recordable Injuries**: 5
- **Days Away from Work**: 0
- **Days on Restricted Duty**: 0
- **Non-recordable Injuries**: 8
- **Near Misses/Hazards Reported**: 3

- **2024 Year-To-Date**

  - **OSHA Recordable Rate (TRIR)** (*Goal ≤ 1.00)*: 1.36 *(This is 1/1-4/30/24, May payroll hours not released)*
  - **OSHA Recordable Injuries**: 11
  - **Days Away from Work**: 59
  - **Days on Restricted Duty**: 28
  - **Non-recordable Injuries**: 55
  - **Near Misses/Hazards Reported**: 14

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 - May 2024 Report

- **Cybersecurity**
  - Google Security
    - Gmail
      - 1.5M Emails Messages Accepted/Delivered.
        - 127K Rejected
        - 57K Spam folders
        - 6.8K were identified as Phishing
        - 35 were identified having suspicious attachments
        - 7.5K were identified as Spoofing
        - 0 emails were identified as Malware
    - Account Information
      - 11,004 Active Accounts.
      - 26.651TB of storage
      - 205K Files shared externally
      - 716 Suspicious login attempts
      - 2K Failed user login attempts
      - 72 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked

- **E-Rate RFP/Bid**
  - None

- **Technology Help Desk Tickets**
  - 392 New Technology Support Tickets Created.
  - 446 Tickets were resolved.
  - 150 Tickets remain unresolved.

- **Remaining 2023 Summer Project Updates**
  - CDW-G/Advanced Systems Integration, LLC Team will be onsite on Tuesday, June 11, to help with any AV issues during the HR/Business Service Meeting

- **Summer 2024 Projects**
  - District-Wide: Bid-1316 Network Infrastructure. We are replacing/upgrading 264 network switches The bid amount was $1,390,161.82.
    - Qty - 9 - Cisco Catalyst 9500 Series Switches
    - Qty - 70 - Cisco Catalyst 9300 Series Switches
    - Qty - 185 - Cisco Catalyst 9200 - Series Switches
  - District–Wide: Receive and distribute 1,600 Acer Spin 511 Chromebooks for students
  - District-Wide: Distribute and upgrade 350 Dell Optiplex 7020 Desktop. Replace all the old desktops systems that will not support Microsoft Windows 11
  - Rockridge: Starting the week of June 17, contractors will be installing the new SMART MX286 Displays in 12 classrooms

- **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
  - 299.732 kg is our April 2024 Carbon Footprint.
  - 4.35088 t is our May 2023 - April 2024 Carbon Footprint.

Transportation Report
May 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 is working on Summer routing and getting ready for the rollover for next school year.

Staffing (comments and concerns)

- We have two new applicants for helpers but still no new ones for drivers.
- Joe has been working with the routers to insure a smooth running office.

Bus Maintenance

- The mechanics are working hard to keep up with the demands of repairs and maintenance.
- They will now begin to catch up on everything over the summer in preparation for inspections.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Mileage for this month was not taken. We are getting closer to our goal of 50-60k miles average.

RESOLUTION

Adoption of the Fiscal Year 2025 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2025 budget as presented to the School Board, be adopted.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld HS	Lexy Land (Lift Bridge Bagels)	In-kind		50 Handmade Sesame Bagels for the FIRED UP 2024 High School Cook-off
Denfeld HS	Melissa & Ryan Batcheller	$250.00	To cover gratuity for 20 students & 3 staff on 2 upcoming field trips. 5/13/24 To OMC Smokehouse and Love Creamery and 5/21/24 New Scenic Cafe	This generous donation made it possible for all Denfeld Culinary Arts students attending these field trips to attend at no cost to them. This levels the field for everyone to have an equal opportunity in Career Explorations in the local Food Industry here in Duluth. Many, Many thanks! - Chef Stacy
Denfeld HS	Tim Utt	$500.00	Softball Team	This is from the Dick Swanson Memorial Golf Tournament
Denfeld HS	Kay Biga (Spott Law Office) - Smith Foundation	$10,000.00	$2,000.00 for each (Speech, Band, Orchestra, Theater & Robotics)	Moses G and Julie M Smith Foundation
Denfeld HS	Give MN	$3,000.00	Used for Denfeld Senior Luncheon	
Denfeld HS	National Speech and Debate Association	$350.00	Debate	
Denfeld HS	Irving Community Association	$2,000.00	Debate	
Denfeld HS	Stephanie Balmer	$200.00	Debate	
Denfeld HS	John Darland	$100.00	Debate	GiveMN
Denfeld HS	Sheryl Van Scoy	$100.00	Debate	GiveMN
District Service Center	Cross Fit Aerial	In-kind	Wellness Fair	One month membership

District Service Center	Aviben	In-kind	Wellness Fair	Fitness basket: yoga mat, resistance bands, core sliders, water bottle
District Service Center	Superior Waffles	In-kind	Wellness Fair	Coffee mug, (2) Free waffle coupons, Chapstick
District Service Center	Ski Hut	In-kind	Wellness Fair	(3) Goodie bags each containing: Ski Hut hat, Gift Certificate for $1 Adventure or TWO $2 Adventures
District Service Center	Energy for Life Connection	In-kind	Wellness Fair	Herbal Comfrey Lotion
District Service Center	Twin Ports Dermatology	In-kind	Wellness Fair	20 units of Botox
District Service Center	Dr. Lara Hill DC	In-kind	Wellness Fair	$150.00 gift card
District Service Center	Calm (App)	In-kind	Wellness Fair	Mug, tea, marshmallows, socks, hot cocoa
District Service Center	Aid4Autism	$150.00	Unity In Our Community	GiveMN
District Service Center	Caroline Marks	$200.00	Unity In Our Community	These donations were made to the district GiveMN accounts on 11-16-2022 and 11-16-2023. There were two $100 donations.
District Service Center	Hermantown Fleet Farm	$500.00	Unity In Our Community	Donation was in the form of a $500 gift card
District Service Center	Duluth Target	$50.00	Unity In Our Community	Donation was in the form of a $50 gift card
District Service Center	St. Luke's	$250.00	Unity In Our Community	
District Service Center	Casey's	$250.00	Unity In Our Community	
District-Wide	Grace Hurtado	In-kind		Grace and family generously donated a wheelchair and two KidWalk gait trainers (devices to help students learn to walk). These pieces of equipment will be used to support the mobility needs of students in our district. Please let me know if you have any questions.
East HS	Anonymous	$9,000.00	Purchasing Guardian Caps for the Football Program	

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2024-2025 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Duluth Denfeld HS (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

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Duluth Denfeld

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

	Tom Pearson
(Designated School Board Member – please print)	(Designated School Representative – please print)
	Tom.Pearson@ISD709.org
Email Address	Email Address

208.02 ACTIVITY REPRESENTATIVES

Tom Pearson	Tom Pearson
(Boys Sports – please print)	(Girls Sports – please print)
Tom Pearson	Tom Pearson
(Speech – please print)	(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)	(Student—please print)
(Parent—please print)	(Faculty Member—please print)

Tom Pearson

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____	Print Name: _____
(Clerk/Secretary - Local Governing Board)	(Superintendent or Head of School)
Signed: _____	Signed: _____
(Clerk/Secretary - Local Governing Board)	(Superintendent or Head of School)
Date: _____	Date: _____

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2024-2025 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of DULUTH EAST HS (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and to participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

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In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

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At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

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DULUTH EAST HS

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

SHAWN ROED

(Boys Sports – please print)

SHAWN ROED

(Girls Sports – please print)

SHAWN ROED

(Speech – please print)

SHAWN ROED

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

SHAWN ROED

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name:

(Clerk/Secretary - Local Governing Board)

Print Name:

(Superintendent or Head of School)

Signed:

(Clerk/Secretary - Local Governing Board)

Signed:

(Superintendent or Head of School)

Date:

Date:

HUMAN RESOURCES ACTION ITEMS FOR: June 18, 2024

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BERGSTROM, ALISON A	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 9, 1.0, PECK A. LOA	08/26/2024
CARLSON-DYBING, MATTEA S	SPED RESOURCE TEACHER/MYERS-WILKINS, (BA) III 2, 1.0, NEVIN L. DISPLACED	08/26/2024
EK, HAILEY N	SPED RESOURCE/LINCOLN PARK, (MA+15) IV 6, 1.0, PLESHA S. RESIGNED	08/26/2024
FITZPATRICK, AMY D	ELEMENTARY ART SPECIALIST/STOWE, LAKEWOOD, (BA)III 8, 1.0, PUTZ A. TRANSFER	08/26/2024
HANSEN, JAMES A	EARTH SCIENCE/DENFELD, (MA) IV 9, 1.0, BOHAN B. DISPLACED	08/26/2024
HEIL, ALEXANDER H	SPED SOCIAL WORKER/HOMECROFT, (MA+45) IV 9, 0.6, ERICKSON S. TRANSFER	08/19/2024
HILTNER, MIKAYLA G	SPED RESOURCE TEACHER/ORDEAN, (BA+15) III 4, 1.0	08/26/2024
HOOPER, NATALIE R	ELEM. ART SPECIALIST/MYERS-WILKINS, (BA) III 2, 0.8, CAPISTRANT-KINNEY E. DISPLACED	08/26/2024
LAURENT, APRIL L	ALTERNATIVE TO SUSPENSION COORD, TOSA/LINCOLN PARK, (MA)IV 9, 1.0, WENTWORTH L. TRANSFER	08/26/2024
MCMAHON, CHRISTINA M	SPED RESIDENTIAL ELEM./ROCKRIDGE, (MA) IV 8, 1.0, ECKEL J. DISPLACED	08/26/2024
MIX, JODI A	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (BA+15) 333 8, 1.0, BRAUD P. TRANSFER	07/15/2024
NICHOLSON, LISA J	PRINCIPAL/MYERS-WILKINS, 44WK, CLASS IV 4, $128,111.00	08/12/2024
POWLESS, KELLIE A	HOURLY DAE INSTRUCTOR/DAE, 14/38WKS, $30.00/HR	06/11/2024
ROTH, BRITTANY M	ELEM. MUSIC SPECIALIST/LAKEWOOD/STOWE, (MA)IV 9, 1.0, HAGGEN A. TRANSFER	08/26/2024
STEWART, OLIVIA M	7/8 ENGLISH/ORDEAN, (BA+30) III 4, 1.0, TRACEY P. RETIRED	08/26/2024
VERBRUGGE, LEAH C	SPED EBD RESOURCE TEACHER/PIEDMONT, (BA+30) III 2, 1.0, SIEMSEN M. DISPLACED	08/26/2024

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
DEVRIENDT, CALLIE S	SEL SPECIALIST TOSA/DISTRICT WIDE	08/16/2024 06/04/2027

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
BABINEAU, BENJAMIN R	SPED RESOURCE ASD - ORDEAN-EAST MS	06/07/2024
HORTON, LAURA A	GUIDANCE COUNSELOR SECONDARY-EAST HS	06/17/2024
SHERMOEN, BETH S	ELEM PRINCIPAL - PIEDMONT ES	06/21/2024
VANALST, MOLLY M	ELEM MUSIC - MYERS-WILKINS	06/07/2024

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
HUGHES, DOUGLAS E	BUSINESS ED - ORDEAN-EAST MS	07/01/2024
SORENSEN, CAROLINE F	SCIENCE/BIOLOGY - EAST HS	06/10/2024

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BAKKEN, LAUREL L	HOURLY SUB CUSTODIAN/ORDEAN, 14/38WKS, $15.00/HR	05/07/2024
GISSENDANNER, JOHN O	CUSTODIAN I/DENFELD, 40/52WKS, $17.52/HR	05/29/2024
MROUE, EMILY T	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, $20.04/HR, PETERSON C.	09/03/2024
ODDEN, SAMUEL D	SPED STUDENT SPECIFIC SETTING III/DENFELD, 32.5/38WKS, $21.27/HR, ANDERSON K.	08/26/2024
PLZAK, BENJAMIN P	SPED BW PARA/EAST, 32.5/38WKS, $19.88/HR, WIEBER A. TRANSFER	08/26/2024
SIERS, LIAM H	CUSTODIAN I/EAST, 40/52WKS, $17.52/HR, RICHIE D. TERMINATED	05/13/2024

NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
WILSON, KATHLEEN M	OSS - EAST INTERMITTENT LEAVE STARTING 5/7	05/07/2024

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
DEGLER, HEATHER A	SPED PROG PARA SETTING III/IV - CHESTER CREEK	06/06/2024
FREESE, TERA W	SPED ECSE PARA - DW	06/07/2024
JAHNKE, RYAN M	NETWORK ENGINEER II - DSC	05/31/2024
KALAMARIS, KRISTIN M	SPED BW PARA - MYERS-WILKINS	05/03/2024
LORBIECKI, MARY G	SPED BW PARA - CONGDON PARK ES	06/07/2024
MEAD, LILY I	SPED PROG PARA SET III/IV - STOWE ES	06/07/2024
NELSON, ELIZABETH L	ECSE PARA - DW	05/31/2024
SPOONER, EMMA C	INSTRUCTIONAL PARA / MYERS-WILKINS ES	06/07/2024
WILLIAMS, SOPHIE H	PRE K PROG PARA - MYERS-WILKINS ES	06/05/2024

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
BECK, ELIZABETH A	SPED PROG PARA - ROCKRIDGE ACADEMY	08/01/2024
BEDARD-ZIGICH, THERESE M	SPED BW PARA - PIEDMONT	06/07/2024
JOHNSON, PATRICIA L	CHLD NUTR SECONDARY PROD MGR - EAST HS	06/06/2024
SHEARER, JACK D	CERT LIFEGUARD PARA - ORDEAN-EAST MS	11/01/2024

CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Title of Immediate Supervisor: Community Education Coordinator	**Department:** Community Education	**FLSA Status**: Non-Exempt
Accountable For (Job Titles): N/A		**Pay Grade Assignment**:

General Summary or Purpose Of Job:

This position serves as the point of contract for activities related to Duluth Public Schools' safe routes to school plan, providing a critical link between multiple municipal partners and Duluth public schools administration staff, students, and community. The SRTSC will create an important program that educates students and the community about the benefits of walking and biking to school and encourages equitable student participation. This position will work with school district leadership and municipal partners to enforce and evaluate safe routs to schools' activities, as well as collaborate with school district leadership and the city of Duluth transportation engineer to address infrastructure projects outlined in the District Safe Route to Schools plan.

DUTY NO.	**ESSENTIAL DUTIES:** (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	Coordinates and leads Safe Routes to School programs and committees; coordinates projects as assigned that result in increased participation in active transportation for all students in the school district.	
2.	Convene SRTS committee at the district level that includes district leadership, city leadership, students, parents and community groups. Develop relationships with leadership and staff of individual schools, engineering staff at the City of Duluth and other interested organizations.	
3.	Document and track SRTS meetings, activities, updates and events	
4.	Assess existing and past SRTS activities, identifying barriers to walking and biking to schools	
5.	Develops systems, strategies, and resources that promote active transportation, and especially participation in walking or biking to school	

6.	Conduct the National Center for STRS Parent survey and Student Travel Tally. Responsible for distribution, collection and submission of surveys to National Center for processing. Responsible for communicating survey to school administrators and ability to provide multiple reminders to local administrators to complete it.	
7.	Responsible for leadership and oversight of the MnDOT SRTS grant including budget and grant reporting. Review infrastructure project to ensure timelines are met	As required

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Bachelor's degree in public health, education, communication, social work. Public administration, or other related field
- One (1) year of demonstrated experience coordinating or overseeing programs related to community engagement, outreach, and/or education

Certification or Licensing Requirements (prior to job entry):

Knowledge Requirements:

Requires knowledge of:

- Experience working with diverse communities from various cultural and linguistic backgrounds
- Experience in the public sector and/or working with School Districts is highly desirable
- Experience participating in some part of Minnesota's Safe Routes to School to program is preferred
- Experience in maintaining a database and authoring progress reports
- Experience in establishing networks with key stakeholders in the district, potentially including public health agencies, local law enforcement, local government staff/officials, parks and recreation departments

CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Skill Requirements:

Skilled in:

- Demonstrated excellent communication, organization, and partnership building skills
- Demonstrated skills using Google Suite (Sheets, Forms, Docs)
- Ability to convene and coordinate various groups from many sections
- Ability to lead/facilitate event coordination including event planning and execution

Physical Requirements: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms		√		
Climb or balance		√		
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

General Environmental Conditions:

- Work is typically performed inside. Some outside duty time may be scheduled and expected in performance of this position
- There may be some lifting and moving of materials and/or equipment, typically less than 30lbs, in performance of this position

General Physical Conditions:

Work can be generally characterized as: Office Setting

CLASSIFICATION DESCRIPTION

TITLE: Safe Routes to School Coordinator

Sedentary Work:

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
June 11, 2024 Committee Meeting
BUDGET SUMMARY

5/7/2024

REVENUES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 RECEIVED TO YEAR TO DATE	23-24 RECEIVED ENCUMBERED		23-24 BUDGET BALANCE	Percent spent 6/5/2024
	FUND	Jul-23	JULY 23 -24	July -June	July -June		July -June	
General	1	$ 126,200,922.80	$ 127,479,614.46	$ 99,939,812.46	$ (2,621.61)		$ 27,542,423.61	78%
Food Service	2	$ 4,039,200.00	$ 6,000,000.00	$ 4,736,952.32	$ (40.30)		$ 1,263,087.98	79%
Transportation	3	$ 7,020,941.12	$ 7,020,941.12	$ 3,553,866.22	$ -		$ 3,467,074.90	51%
Community Ed	4	$ 8,495,545.00	$ 8,516,152.95	$ 4,542,999.19	$ -		$ 3,973,153.76	53%
Operating Captial	5	$ 2,742,547.00	$ 2,742,547.00	$ 2,889,769.51	$ -		$ (147,222.51)	105%
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	$ 917,762.75	$ -		$ 32,237.25	97%
Student Acitivity	79	$ 58,406.00	$ 585,259.43	$ 379,902.79	$ -		$ 205,356.64	65%
REVENUE	**TOTALS:**	**$ 173,430,884.92**	**$ 177,217,837.96**	**$ 119,348,588.14**	**$ (2,661.91)**	**$ -**	**$ 57,871,911.73**	67%

EXPENSES	23-24 CURRENT YEAR ADOPTED BUDGET		23-24 CURRENT YEAR REVISED BUDGET adptd 4.11.23	23-24 EXPENSES TO YEAR TO DATE	23-24 EXPENSES ENCUMBERED		23-24 BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July -June		July - June	
General	1	$ 120,283,293.86	$ 129,794,581.87	$ 105,671,213.78	$ 2,944,594.34		$ 21,178,773.75	84%
Food Service	2	$ 4,012,876.00	$ 6,002,502.00	$ 4,388,831.98	$ 665,025.44		$ 948,644.58	84%
Transportation	3	$ 6,268,632.76	$ 6,749,632.76	$ 9,022,659.18	$ 340,070.09		$ (2,613,096.51)	139%
Community Ed	4	$ 7,630,865.00	$ 9,071,785.95	$ 7,439,702.87	$ 18,329.96		$ 1,613,753.12	82%
Operating Captial	5	$ 7,999,619.25	$ 7,999,619.25	$ 10,431,534.42	$ 408,323.94		$ (2,840,239.11)	136%
Building Construction	6	$ -		$ 3,985,143.95	$ 1,329,359.70		$ (5,314,503.65)	
Debt Service Fund	7	$ 23,640,000.00	$ 23,640,000.00	$ 26,932,409.17	$ -		$ (3,292,409.17)	114%
Trust Fund	8	$ 253,750.00	$ 253,750.00	$ -	$ -		$ 253,750.00	0%
Dental Insurance Fund	20	$ 915,000.00	$ 915,000.00	$ 941,360.02	$ -		$ (26,360.02)	103%
Student Acitivity	79	$ 306,948.00	$ 276,264.96	$ 229,663.87	$ 10,878.49		$ 35,722.60	87%
EXPENSE	**TOTALS**	**$ 171,310,984.87**	**$ 184,703,136.79**	**$ 169,042,519.24**	**$ 5,716,581.96**	**$ -**	**$ 9,944,035.59**	95%

Fin 160 ESSER III	Expenses
Program 030 Asst Supt	$ 41,401.00
Program 110 Admin	$ -
Program 108 Tech	$ 1,974,568.17
Program 203 Elem	$ 1,445,780.97
Program 211 Secondary	$ 2,525,976.39
Program 640 Staff Dev	$ -
Program 805 Operations	$ -
Program 760 Transportation	$ 423,450.26
Program 740 Pupil Engage	$ 11,491.55
	$ 6,422,668.34

Ex Curricular		Fund 01
Program 298	Revenue	$ 563,903.68
Program 298	Expense	$ 641,388.30

Fundraisers Reported
May 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
District-Wide	Unity in Our Community	$300.00	Chipotle will be hosting a fundraiser

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **Annual Quotes for District Wide Contract Services**

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at $23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at $28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at $11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

RFP TABULATION

ANNUAL INSPECTION AND SERVICE TO BOILERS

for the period of July 1, 2024 through June 30, 2025

RFP #321

Tuesday, May 14, 2024, 10:45 a.m.

			A.G. O'Brien	A.W. Kuettle & Sons	Carlson Brothers	Carlson Duluth	General Heating	The Jamar Company	Johnson Controls	UHL Company
1	Congdon Park	3						$1,785.00	$1,404.00	$1,800.00
2	Denfeld HS	7						$3,965.00	$3,113.00	$4,200.00
3	District Service Center	2						$1,240.00	$976.00	$1,200.00
4	East HS	7						$3,965.00	$3,113.00	$4,200.00
5	Facilities	2						$960.00	$976.00	$1,200.00
6	Homecroft	3						$1,785.00	$1,404.00	$1,800.00
7	Lakewood	2						$1,240.00	$976.00	$1,200.00
8	Laura MacArthur	3						$1,785.00	$1,404.00	$1,800.00
9	Lester Park	2						$1,240.00	$976.00	$1,200.00
10	Lincoln Park MS	3						$1,785.00	$1,404.00	$1,800.00
11	Lowell	2						$1,240.00	$976.00	$1,200.00
12	Myers-Wilkins	3						$1,785.00	$1,404.00	$1,800.00
13	Ordean East MS	3						$1,785.00	$1,404.00	$1,800.00
14	Piedmont	2						$1,240.00	$976.00	$1,200.00
15	Rockridge	2						$1,240.00	$976.00	$1,200.00
16	Stowe	2						$1,240.00	$976.00	$1,200.00
17	Transportation	2						$960.00	$976.00	$1,200.00
TOTAL AMOUNT OF QUOTE		**50**	no bid	no bid	no bid	no bid	no bid	$29,240.00	$23,434.00	$30,000.00
Aerco 24-Month Service Charge								$1,290.00	$175.00	$600.00
EMERGENCY SERVICES (Call Out Hourly Rate)										
Regular Hourly Rate								$145.00	$195.00	$158.00
Overtime Hourly Rate								$217.50	$292.50	$237.00
Sunday and Holiday Hourly Rate								$290.00	$390.00	$316.00
Factory Trained Personnel								N	Y	Y

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **RFP #322 Electrical Labor - High Voltage & Low Voltage**

RFP #322 for the T & M contract for Electrical Labor - High Voltage & Low Voltage from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties was sent to 3 vendors

Two (2) vendors responded with the following results:

Vendor	Total
Benson Electric	$49,150.00
Hunt Electric	$48,225.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve accepting and rewarding the RFP meeting specifications as submitted to Benson Electric and not Hunt Electric because of the labor price on the Journeyman labor rate. Benson is at $107.00 and Hunt is at $135.00. It is a better value for the School District to go with the lower rate, since they always send out a Journeyman and not an Apprentice. The quote tabulation is attached for your reference.

Bryan Brown will be at the Board Meeting on June 13th to answer any questions.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

RFP TABULATION
ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE
for the period of July 1, 2024 through June 30, 2025
RFP #322
Tuesday, May 14, 2024, 10:00 a.m

Vendor	Journeyman	Apprentice level 6 (85%)	Apprentice level 5 (75%)	Apprentice level 4 (65%)	Apprentice level 3 (55%)	Apprentice level 2 (50%)	Apprentice level 1 (45%)	Low Voltage Technician	Low Voltage Installer	**Total Annual Amount of Bid**
Belknap Electric, Inc.										
1513 Belknap										no bid
Superior, Wisconsin 54880										
Benson Electric Co.	$107.00	$90.00	$80.00	$69.00	$58.00	$53.00	$48.00	$104.00	$74.00	
1102 North 3rd Street	$21,400.00	$2,250.00	$2,000.00	$1,725.00	$1,450.00	$1,325.00	$1,200.00	$10,400.00	$7,400.00	$49,150.00
Superior, Wisconsin 54880	$160.50	$135.00	$120.00	$103.50	$87.00	$79.50	$72.00	$156.00	$111.00	
Hunt Electric Corporation	$135.00	$63.00	$56.00	$48.00	$41.00	$32.00	$209.00	$98.70	$46.30	
4330 West 1st Street, Suite B	$27,000.00	$1,575.00	$1,400.00	$1,200.00	$1,025.00	$800.00	$725.00	$9,870.00	$4,630.00	$48,225.00
Duluth, Minnesota 55807	$216.00	$126.00	$112.00	$96.00	$82.00	$64.00	$58.00	$128.55	$62.85	

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **Annual Quotes for District Wide Contract Services**

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at $23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at $28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at $11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

RFP TABULATION

GLASS REPLACEMENT SERVICES

for the period of July 1, 2024 through June 30, 2025

RFP #323

Tuesday, May 14, 2024 - 10:15 a.m.

Vendor	HOURLY RATE Regular	Overtime	Holiday	Type of Glass	THICKNESS (price per sq. ft.) 1/4"	3/16"	1/8"	Mullion	Total Annual Amount of Quote
				single clear laminated					Total Labor
				single clear tempered					
				single double strength					Total Material
				double clear annealed					
				double colored annealed					Total Amount of Quote
				double clear tempered					
				double colored tempered					
St. Germain's Glass Co 212 North 40th Avenue West Duluth, Minnesota 55807 phone: 218-628-0221				*single clear laminated*					Total Labor
				single clear tempered					
				single double strength					Total Material
				double clear annealed					
				double colored annealed					Total Amount of Quote no bid
				double clear tempered					
				double colored tempered					
Superior Glass, Inc. 823 Belknap Street Superior, Wisconsin 54880 phone: 715-394-5588	$88.71	$113.51	$130.31	*single clear laminated*	$14.58		$10.65	$5.00	Total Labor $26,613.00
				single clear tempered	$8.35	$8.35	$7.98		
				single double strength			$4.13		Total Material $1,931.80
				double clear annealed	$15.55				
				double colored annealed	$15.94				Total Amount of Quote $28,549.80
				double clear tempered	$21.80				
				double colored tempered	$20.37				
The Glass Guru of Duluth 102 East Central Entrance Duluth, Minnesota 55811 phone: 218-624-2119				*single clear laminated*					Total Labor
				single clear tempered					
				single double strength					Total Material
				double clear annealed					
				double colored annealed					Total Amount of Quote no bid
				double clear tempered					
				double colored tempered					

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Finance & Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP-327 Bus Transportation Services**

Date: May 30, 2024

An RFP for district wide Bus Transportation Services was advertised in the Duluth News Tribune.

One (1) vendor responded meeting required specification.

VENDOR
VOYAGEUR BUS COMPANY INC

Members of the Transportation Department (Jeremy Kasapidis) and the Purchasing Department (Cathy Holman) analyzed the RFP for accuracy and fulfillment.

Jeremy Kasapidis, Manager of Transportation, recommends accepting VOYAGEUR BUS COMPANY INC'S RFP meeting specifications as submitted.

Fund: 03 E 013 760 720 760 000
03 E 013 760 723 760 000

Program: Transportation

Fund Custodian: Jeremy Kasapidis/Transportation

May 30, 2024	**RFP #327 BID TABULATION FOR BUS TRANSPORTATION SERVICES**			
COMPANY	MANAGEMENT FEES	OPENED BY	REVIEWED BY	RECOMMEND TO SCHOOL BOARD
VOYAGEUR BUS COMPANY	TBD BASED ON CRITERIA	JEREMY KASAPIDIS	JEREMY KASAPIDIS	X
		CATHY HOLMAN	CATHY HOLMAN	
		BRETT MENSING		
		ZACH DECARO		

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8907

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **RFP # 328 CRACK FILLING AND SEALCOATING**

Date: June 7, 2024

RFP #328 Crack Filling and Sealcoating for 12 district sites was sent to 8 vendors.

Two (2) vendors responded with the following results:

VENDOR		**TOTAL**
Asphalt of Duluth	5 Schools	$33,095.00
Sinnott Blacktop	7 Schools	$98,800.00

The Facilities Department staff, Bryan Brown and Chris Stoffel reviewed the bids.

Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by Asphalt of Duluth the following Schools: LMAC, Lester Park, Rockridge, Congdon and Myers-Wilkins as the best value for the school district.

Furthermore, Bryan Brown, Facilities Manager, recommends accepting and awarding the RFP meeting specifications as submitted by Sinnott Blacktop the following Schools: Denfeld, Stowe, Ordean, Lowell, Piedmont, Lincoln Park, & Lakewood as the best value for the school district.

Bryan Brown will be at the HR/Business Services meeting on June 11th to answer any questions.

Program: Facilities

Fund Custodian: Bryan Brown, Facilities

CONTRACTOR	BUILDING	SEAL COAT	CRACK FILL	TOTAL	
Sinnott	DENFELD	16,700.00	6,600.00	23,300	✓
↓ ↓	LMAC	5,200.00	1,700.00	6,900	
	STOWE	6,500.00	3,700.00	10,200	✓
	LEASTER PARK	5,500.00	2,200.00	7,700	
	ROCKRIDGE	6,200.00	1,700.00	7,900	
	CONGDON	5,200.00	2,200.00	7,400	
	ORDEAN	7,300.00	2,700.00	10,000	✓
	MYERS-WILKINS	6,400.00	1,700.00	8,100	
	LOWELL	9,200.00	6,900.00	16,100	✓
	PIEDMONT	6,100.00	4,100.00	10,200	✓
	LINCOLN PARK	13,000	6,200.00	19,200	✓
	LAKEWOOD	7,200.00	2,600.00	9,800	✓
				136,800	

CONTRACTOR	BUILDING	SEAL COAT	CRACK FILL	TOTAL
Asphalt of Duluth ↓ ↓	DENFELD	22,320.00	8,250.00	30,570
	LMAC	4,855.00	750.00	5,605 ✓
	STOWE	7,405.00	4,313.00	11,718
	LEASTER PARK	5,502.00	1,875.00	7,377 ✓
	ROCKRIDGE	6,638.00	750.00	7388 ✓
	CONGDON	4,500.00	1,125.00	5625 ✓
	ORDEAN	8,867.00	3,713.00	12,580
	MYERS-WILKINS	6,162.00	938.00	7100 ✓
	LOWELL	10,200.00	8,250.00	18,460
	PIEDMONT	7,057.00	4,050.00	11,107
	LINCOLN PARK	16,016.00	7,875.00	23,891
	LAKEWOOD	8,569.00	3,000.00	11,569
				152,980

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **June 4, 2024**

Re: **Annual Quote for District Wide Inspection and Testing of Fire Alarm Systems**

The following quote is for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Quote #4393 – District-Wide Annual Inspection and Testing of Fire Alarm Systems
Northland Fire & Safety – Total Annual Cost estimated at $28,150.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with this contractor based on their low quote. A quote tabulation is attached for your reference. If you concur, please sign all the attached agreement.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

QUOTE TABULATION
ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS
for the period of July 1, 2024 through June 30, 2025
QUOTE #4393
Tuesday, May 14, 2024, 11:00 a.m.

	Johnson Controls	Per Mar Security	Summit Companies	Northland Fire & Safety	
1) District Services Center			$531.00	$485.00	
2) Facilities			$257.00	$335.00	
Sensitivity Testing FY27			$408.00	$330.00	
3) Transportation			$210.00	$245.00	
4) DNT			$320.00	$945.00	
Sensitivity Testing FY25			$480.00	$1,175.00	
5) Congdon Park ES			$1,300.00	$695.00	
Sensitivity Testing FY27			$2,245.00	$1,065.00	
6) Denfeld HS			$9,324.00	$3,500.00	
Sensitivity Testing FY26			$17,685.00	$4,095.00	
7) East HS			$1,924.00	$1,200.00	
Sensitivity Testing FY26			$2,391.00	$1,250.00	
8) Homecroft ES			$1,703.00	$645.00	
9) Lakewood ES			$1,236.00	$550.00	
10) Laura MacArthur ES			$3,184.00	$770.00	
Sensitivity Testing FY26			$5,668.00	$1,100.00	
11) Lester Park ES			$1,306.00	$470.00	
Sensitivity Testing FY26			$2,251.00	$505.00	
12) Lincoln Park MS			$2,437.00	$590.00	
Sensitivity Testing FY25			$4,233.00	$750.00	
13) Lowell ES			$3,126.00	$950.00	
14) Myers-Wilkins ES			$3,440.00	$825.00	
Sensitivity Testing FY27			$6,403.00	$1,200.00	
15) Ordean East MS			$1,440.00	$780.00	
Sensitivity Testing FY25			$2,292.00	$1,100.00	
16) Piedmont ES			$1,621.00	$590.00	
Sensitivity Testing FY26			$2,799.00	$820.00	
17) Rockridge Academy			$1,085.00	$450.00	
18) Stowe ES			$1,469.00	$510.00	
Total Amount (Sensitivity)			$46,855.00	$13,390.00	
Total Amount (1-18)			$35,913.00	$14,760.00	
TOTAL AMOUNT OF QUOTE	no bid	late bid	$82,768.00	$28,150.00	

Smoke/Heat Detector			$12.00	$1.50	
Signaling Notification Device			$6.00	$1.00	
Other Initiating Device			$12.00	$1.50	
Accessory Device			$12.00	$1.50	

Kitchen Hood Cleaning			$13,750.00	$6,592.00	
ANSUL System Inspection			$6,810.00	$5,273.18	

Duluth
Public Schools

Facilities Management
Maintenance: 218-336-8907 | **Operations:** 218-336-8905
713 Portia Johnson Drive Duluth, MN 55811

Memorandum

To: **Simone Zunich, Executive Director of Business Services**
School Board Members

From: **Bryan Brown**
Manager of Facilities

Date: **May 22, 2024**

Re: **Annual Quotes for District Wide Contract Services**

The following quotes and RFPs are for services to be performed from July 1, 2024 through June 30, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #321 – District-Wide Annual Inspection and Service to Boilers
Johnson Controls - Total Annual cost estimated at $23,434.00

RFP #323 – District-Wide Glass Replacement Services
Superior Glass, Inc. – Total Annual Cost estimated at $28,549.80

Quote #4394 – District-Wide Annual Testing and Maintenance of Sprinkler Systems
Summit Fire Protection – Total Annual Cost estimated at $11,140.00

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Kris Brown reviewed the bids.

Recommendation
I recommend the Duluth School Board approve entering into a contract with each contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

QUOTE TABULATION

ANNUAL TESTING & MAINTENANCE OF SPRINKLER SYSTEMS - QUOTE #4394

for the period of July 1, 2024 through June 30, 2025

Tuesday, May 14, 2024, 11:15 a.m.

		A.G. O'Brien	Johnson Controls	Summit Fire Protection	Viking Automatic		
1	District Service Center			$210.00			
1A	Hydrant Inspection						
2	Transportation			$350.00			
3	Facilities			$210.00			
4	Congdon Park ES			$525.00			
5	Denfeld HS			$2,125.00			
6	East HS			$625.00			
6A	Hydrant Inspection			$95.00			
7	Homecroft ES			$210.00			
8	Lakewood ES			$210.00			
8A	Fire Pump Testing			$450.00			
9	Laura MacArthur ES			$375.00			
10	Lester Park ES			$625.00			
11	Lincoln Park MS			$775.00			
11A	Fire Pump Testing			$450.00			
11B	Hydrant Inspection			$195.00			
12	Lowell ES			$350.00			
12A	Hydrant Inspection			$95.00			
13	Myers-Wilkens ES			$875.00			
14	Ordean East MS			$1,100.00			
15	Piedmont ES			$625.00			
16	Rockridge Academy			$210.00			
16A	Hydrant Inspection			$95.00			
17	Stowe ES			$210.00			
17A	Hydrant Inspection			$150.00			
Total Amount of Quote		no bid	no bid	$11,140.00	no bid		

Hourly Service Rate

During normal working hours			$95.00			
After normal working hours			$125.00			
Sunday & holiday working hours			$155.00			

INDEPENDENT SCHOOL DISTRICT NO. 709
DULUTH PUBLIC SCHOOLS
709 Portia Johnson Drive
Duluth, MN. 55811

SCHOOL TRANSPORTATION SERVICES AGREEMENT

FINAL

This AGREEMENT (the "Agreement") is made effective July 1, 2024, by and between Independent School District 709, in the city of Duluth and of the State of Minnesota, hereinafter described as "ISD 709" and Voyageur Bus Company, Inc. hereinafter described as "Vendor." ISD 709 and Vendor may sometimes be referred to collectively as "Parties" or individually as "Party."

WHEREAS, ISD 709 desires student transportation services to transport certain of its students served by ISD 709 during its school year and summer school.

WHEREAS, Vendor agrees to operate student transportation and school bus services within and about the geographical boundaries of ISD 709.

WHEREAS, ISD 709 has selected Vendor to furnish student transportation services to certain ISD 709 students in accordance with the terms defined herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions agreed to and contained herein, ISD 709 and Vendor agree as follows:

I. AGREEMENT TERM, RENEWAL

1. Term. This Agreement shall commence on July 1, 2024 (the "Commencement Date") and shall terminate on June 30, 2026 (the "Termination Date") and includes Summer Transportation (hereafter defined in Section II, F.) The period from the Commencement Date to the Termination Date, as amended or extended by the Parties, shall be referred to as the "Term."

2. Renewal. Vendor reserves the right to extend or renew this Agreement with or without modifications for additional eight (8) years, with good faith discussions commencing no later than June 1, each additional year. Any modifications for a renewal term shall be mutually agreed to by the parties and memorialized by a written amendment.

3. In addition, Vendor does hereby grant ISD 709 the right to renew this Agreement at the end of the second year (June 30, 2026). The general terms and conditions of said Agreement for subsequent year(s) as well as payment for the specific items thereof to be determined by negotiations. Such negotiations will begin no later than April 1st, 2026. All modifications will be mutually and timely agreed upon in writing.

II. SCHOOL TRANSPORTATION SERVICES

A. REGULAR TRANSPORTATION SPECIFICATION

1. Type of transportation: Regular school bus service to public and non-public schools, and regular school bus service for partial day programs.

   a. The actual number and size of buses required will be determined on the basis of actual student count, prior to the start of each school year. Bus needs are re-

evaluated each year prior to the start of school. ISD 709 generally plans for 71-passenger school buses for its regular bus services. ISD 709 Transportation Manager shall be responsible for scheduling times, stops, and the order in which runs and routes are organized.

b. ISD 709 will attempt to maintain the same proportion of bus sizes from year to year, although the Vendor is urged to participate in the summer planning of the next year's routes to maintain maximum input and awareness of ISD 709's plans.

c. For the purpose of establishing a regular transportation price, the Vendor shall quote on the basis of 173 school days for the regular school year (subject to change). For each day under 173 school days that is not required, the Daily Rate in accordance with Appendix A shall be reduced by 1/173. In the event the required school days fall below 170, Parties agree to negotiate adjusted rates in good faith.

d. ISD 709 reserves the right to schedule a practice run prior to the start of the school year at a rate mutually agreed upon.

2. Vendor agrees that the estimated number of students it needs to provide transportation to are as follows: approximate total of Elementary (grades 1-5) 3800, middle school (grades 6-8) 2000, high school 2770. (Subject to change).

3. ISD 709 owns and operates a fleet of 21 school buses. For the school year 2024-2025, ISD 709 has contracted with Vendor for 65 a.m. and 63 p.m. yellow school buses *(includes special needs).* These numbers are subject to change.

4. Eligibility distances from home to school (subject to change):

Classes	Maximum Walking Distance from Home to School	Exceptions
Elementary School	.7 miles	Hazardous Conditions
Middle School	1.0 miles	Hazardous Conditions
High School	1.0 miles	

5. See attached schedules for current school hours and grade configurations.

B. MIDDAY TRANSPORTATION

Vendor shall provide necessary midday transportation services as determined by the District. Kindergarten runs and/or shuttle runs shall be made between the morning and afternoon runs. The kindergarten runs and/or shuttle runs may overlap the morning and/or afternoon runs.

C. LATE ACTIVITY BUSES

1. In accordance with Appendix B, late activity buses for middle school(s) may be scheduled for student take-home after regular dismissal time.

2. Activity routes will be scheduled after regular school routes are cleared.

D. SPECIAL EDUCATION TRANSPORTATION SPECIFICATIONS

1. Vendor shall provide necessary special education transportation services as determined by the District.

2. Students are placed in various programs both in the school district, and in other districts around the area. ISD 709 agrees to make a reasonable effort to operate efficiently by utilizing any bus under contract or owned by ISD 709 to provide transportation service. All special education transportation will comply with any and all Minnesota applicable statutes and rules concerning transportation of handicapped students.

3. ISD 709 shall determine the type of vehicle used to transport disabled students based on the disabling conditions of those students. Such vehicles shall comply with the provision of Minnesota Statute Sec. 169.4501; 169.4502; 169.4503; 169.4504.

3 All vehicles used to transport handicapped students shall be equipped with a two-way communications system and when requested, have a responsible aide employed by the Vendor to provide necessary assistance and supervision which cannot safely be provided by the driver.

4. Specifically adapted seats, supports, and/or protective devices that meet all applicable federal and state requirements shall be provided for all students who require such devices to ensure their safe transportation.

5. Any school bus used to transport students in wheelchairs shall be equipped with fastening devices that will hold such wheelchairs securely in a fixed position. All special equipment must meet applicable federal and state requirements for that vehicle.

6. Each driver of a vehicle for disabled students should be carefully selected to fulfill the unique requirements of the job. Drivers shall be assigned to each route on a regular basis whenever possible.

7. Each aide assigned to a vehicle transporting handicapped students, or the driver if no aide is assigned, or both, shall:

   a. Have available to them, in the vehicle, a type written card indicating the student's name, address, nature of the student's handicaps, emergency health care information, names and telephone number of student's physician, parents, guardians and/or custodians, same of person other than student's parents/guardians who can be contacted in case of emergency.

   b. Be instructed in the proper emergency health care procedures for the students under their care. In addition, within one (1) month after the effective date of assignment, participate in a program of in-service training on the proper methods for dealing with the specific needs and prob1ems of those students.

c. Assist such children on and off the bus when necessary for their safe ingress and egress from the bus.

d. Ensure that protective safety devices, as required, are in use and fastened properly.

8. ISD 709 contracted for up to twenty (20) special needs buses in 2023-2024. ISD 709 anticipates a similar need in 2024-2025.

E. CHARTER SERVICE

1. Vendor shall provide necessary charter services as determined by the District.

2. If the Vendor provides buses for charter trips, all appropriate sections of the Agreement shall apply to such buses and their operations.

3. Generally, the Vendor may expect at least three (3) working days' notice for charter trip orders. Written notice may be required by Vendor if order forms are furnished and if orders are picked up by the Vendor. When orders do not meet the three (3) day minimum, the Vendor may deny the request if drivers or equipment are not available.

4. The minimum charter cancellation time will be four (4) hours. Should minimum cancellation times not be followed for charter orders, ISD 709 will pay a penalty charge. Weather conditions that cause late cancellations will not result in charges under this provision.

4. It is anticipated that over 900 charter trips will be scheduled in 2024-2025.

F. SUMMER SCHOOL

1. Summer school transportation (herein "Summer Transportation") is similar to the needs of the school year. All special equipment needs of the regular school will apply.

The operating provisions governing this Agreement apply through the end of summer school.

2. Summer Transportation will be optional as approved each year by both Parties, which shall include but is not limited to the following:

a. Regular summer routes
b. Special education summer routes
c. Vocational summer routes
d. Summer school field trips

3. Summer Transportation rates shall be in accordance with Rate Schedule in Appendix A.

III. AGREEMENT PROVISIONS AND SPECIFICATIONS

A. COMPLIANCE WITH LAWS

1. The entire operation contemplated in this Agreement shall comply with applicable rules and regulations adopted by the Minnesota Department of Education, State Department of Transportation and ISD 709 presently in effect or now or hereafter adopted and required. The Vendor will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions and any other regulations relating to the operations contemplated herein.

2. ISD 709 and Vendor agree in good faith to discuss any and all *additional* labor and operational costs incurred by Vendor arising directly or indirectly from legislative changes of law (the "Change in Law Events") which may impact the Rate Schedule. The Change in Law Events include, but not limited to: (i) Safe and Sick Time; and (ii) Unemployment Benefits to all Non-instructional Between Term Positions.

B. INSURANCE

1. The Vendor agrees at its sole expense, to procure and keep in force during the entire period of the Agreement, public liability insurance, property damage liability insurance, and workmen's compensation insurance. The specific coverages are for the protection and benefit of ISD 709 as well as the Vendor.

2. A certificate of insurance ("COI") naming ISD 709, its Board, officers, employees, and agents as an additional insured must be provided prior to the start of each school year. Failure of ISD 709 to insist upon or require certificates or other evidence of insurance, or acceptance of insurance, or acceptance of insurance certificates, or other evidence of insurance that shows a variance from the specified coverages will not constitute a waiver of the Vendor's obligation to provide specified insurance. The Vendor agrees it shall defend, hold harmless, and indemnify the ISD 709, its Board, officers, employees, and agents to the same extent as the specified insurance in the event the specified insurance is not obtained or kept in force and a claim arises within the scope of the specified insurance.

3. The Vendor shall include a provision in its insurance policy requiring the insurance carrier to immediately notify the ISD 709 in the event the Vendor is in default or arrears on payment of any premiums required and/or in the event the insurance policy is cancelled for any reason. The Vendor shall also obtain coverage for claims that arise after this Agreement terminates but which are based on injuries that occur during the time this Agreement is in effect.

4. Required minimum limits of insurance on COI are:

Coverage Type:	Occurrence Limit
General Liability	
Bodily Injury and Property Damage	$ 1,000,000
Automobile Coverage:	
Bodily Injury and Property Damage	$ 1,000,000

Worker's Compensation:	Statutory
Sexual Abuse or Molestation: Aggregate	$ 1,000,000
Umbrella Liability:	$ 4,000,000

5. No liability resulting from a vehicular accident, or negligence of Vendor, its drivers, employees or agents, or any international acts of Vendor, its drivers, employees or agent, will be assumed by ISD 709 its Board, employees or authorized representatives.

6. The Vendor agrees to hold harmless, defend and indemnify ISD 709, its Board, officers, employees, and agents from any and all third party claims, demands, losses, expenses, causes of action, and suits against ISD 709 caused in whole or in part by the negligence or intentional acts of the officers, employees and agents of the Vendor, and shall immediately give written notice of all claims or suits to ISD 709. The Vendor is responsible for ISD 709's reasonable attorney's fees and costs incurred in enforcing this paragraph.

7. To the extent permitted by law, ISD 709 shall hold Vendor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Vendor, its officers, employees, agents, successors and assigns from and against third party claims, which may be made by any act neglect, default or omission of ISD 709, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Vendor, its agents or employees.

8. Neither the Vendor or their officers, employees, or agents shall be held or deemed in any way to be the agent or employee of ISD 709. It is the intention of the Parties that the Vendor is and shall be considered an independent Vendor. No officer, employee, or agent of Vendor shall be deemed to be an officer, employee or agent of ISD 709, unless they are also an officer or employee of ISD 709.

C. PERFORMANCE BOND

Not requested.

E. PENALTIES

ISD 709 reserves the right to charge for incidents of non-performance at the rate of $50.00 per incident. ISD 709 shall provide the Vendor with written explanation of each incident of non-performance. The Vendor shall, upon receipt of said explanation, have five (5) school days in which to respond to the reported incident. ISD 709 shall make a determination as to whether the non-performance occurred and if so whether there are extenuating or mitigating circumstances which eliminate the need for the charge.

Non-performance shall include but is not limited to the following examples:

- Failure of the school bus driver to follow the bus route established by ISD 709. No unauthorized or "sweetheart" stops are allowed.
- Failure to notify ISD 709 of late vehicles within ten (10) minutes.

- Failure to notify ISD 709 immediately of an accident involving a contracted vehicle or failure to provide a written copy of the accident report within 72 hours.
- Failure to provide within two (2) hours, a list of students on board a bus that has been involved in a crash.
- Failure of drivers to be on their bus when students are on the bus.
- Violation of other ISD 709 established policies and procedures.

E TAXES

The Vendor shall pay taxes imposed on any equipment or service to be furnished so that there will be no liability on the part of ISD 709 for any type of tax assessed thereon.

Vendor agrees that it shall be solely responsible for its acts, and the acts of its employees, during the Term of this Agreement. Vendor agrees that it shall be responsible for all social security taxes, state and federal reemployment insurance premiums, withholding and payment of federal and state income taxes, premiums for worker's compensation insurance, and shall file all appropriate federal and state returns as necessary for independent vendors.

E . AGREEMENT TIMELINES

The Agreement will be considered effective upon the approval by ISD 709 School Board and a duly authorized ISD 709 representative(s) signing the Agreement.

This Agreement can only be signed by ISD 709 after receipt of the Certificate of Insurance and the Vendor's signature on the Agreement.

F. COMPENSATION

1. Rates. Rates for the 2024-25 school year shall be reflected in Appendix A, attached hereto and include daily transportation services, including regular, special education and midday busing. Pursuant to Section II F. SUMMER SCHOOL, Summer Transportation rates will be the same as the school year. No later than June 15, 2025 and in accordance with Appendix A, the Rate Schedules for 2025-26 will be negotiated in good faith and mutually agreed upon in writing.

2. Payment. Payment shall be made twice a month. The Vendor may bill charter or special trip buses on a weekly basis.

G. FORCE MAJEURE

No Party shall be liable for any interruption, delay or failure to perform any obligations under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of nature, fire, riot, war, picketing, civil commotion, strikes, labor disputes, pandemic (including the COVID-19 pandemic), lack of fuel, or other similar events ("Force Majeure Event").

In the event of a Force Majeure Event, Vendor shall promptly notify ISD 709. If Vendor cannot cure interruption to service within twenty (20) business days, ISD 709 and Vendor shall endeavor to find a reasonable resolution, which shall be mutually agreed upon in writing.

H. ASSIGNMENTS OR TRANSFERS

1. The Vendor shall not assign or transfer any part of its obligations and responsibilities in the Agreement without the prior written approval of ISD 709, so long as not unreasonably withheld.

2. All subcontractors hired by the Vendor to provide services required by this Agreement must receive prior written approval from ISD 709. The use of subcontractors shall in no way reduce the obligations and responsibilities of the Vendor.

I. TERMINATION

ISD 709 may terminate this Agreement on June 30 of any year of the Agreement by 60 days written notice to the Vendor and with good cause.

Except for Section III G. FORCE MAJEURE, this Agreement may be terminated at any time by ISD 709 for nonperformance or failure to provide the transportation services outlined in Agreement during the period of Agreement.

It is understood and agreed that this Agreement is entered into and made pursuant to provisions of Minnesota Statutes and administrative rules adopted by federal and state agencies that apply hereto. In the event there is a conflict between any provision of this Agreement and/or any Federal law, state statute, or applicable federal and/or state administrative rule, such law, statute, or rule shall prevail. The Vendor and ISD 709 agree that in the event of any such conflict, they will negotiate in good faith to modify this Agreement to ensure compliance with such federal law, state statute, or administrative rule, and that such conflict shall not constitute grounds for termination of the remainder of Agreement.

IV. OPERATION PROVISIONS

A. SAFETY AND EFFICIENCY

The Vendor 's first concern shall be to provide safe transportation for students in ISD 709. ISD 709 strives to provide transportation services in the most efficient manner.

B. GENERAL SERVICES

The Vendor shall furnish, as part of this Agreement, equipment, drivers and adequate transportation services that shall meet all state and federal standards as well as ISD 709 requirements.

1. Select proper equipment which meets federal and state standards and ISD 709 Requirements.

2. Properly maintain equipment to prevent breakdowns, operational malfunctions, and accidents. (See Equipment Provisions, Section VI)

1. Provide a full-time terminal manager, dispatcher and driver-training supervisor who will coordinate all buses and equipment proposed for service and whose performance must be acceptable to ISD 709.

2. Provide route coordination as follows:

   a. Provide a route supervisor, acceptable to ISD 709, to work under the direction of ISD 709 transportation office to assist in:

      * preparation of annual plan of routing and scheduling buses
      * coordination of changes in routes or schedules
      * development of schedules for shuttle services

   b. Such route supervisor shall report to a site provided by ISD 709 according to the following schedule:

      * May 1 - September 30 up to 40 hours per week
      * October 1 - April 30 up to 20 hours per week

   c. Such route supervisor shall be knowledgeable of bus routing and scheduling procedures.

3. Provide safety supervisors who regularly monitor the drivers in ISD 709 and who are available for specific requests related to driver safety.

4. Select, train, supervise and motivate drivers in compliance with federal and state standards and ISD 709 requirements. Vendor shall be highly selective in the employment of drivers. Vendor is required to utilize only those drivers holding a valid Class A or Class B CDL with a school bus and passenger endorsement for type A, C, or D school buses, or License Class D, C, B, A for Type III school buses and allow only qualified persons to drive buses. Vendor shall inform drivers of their responsibilities regarding the agreement between Vendor and ISD 709.

5. Immediately report to the ISD 709 transportation office all accidents involving buses on ISD 709 routes and provide follow-up accident investigation and complete reports as required. A written report of the accident including the names of drivers, passengers, and pedestrians for each party involved will be sent to ISD 709 transportation office within three (3) days of the accident.

6. Make sufficient buses available for use in the instruction of students in safety and bus ridership rules of behavior.

7. Provide such information and reports as necessary for ISD 709 to complete all required reports to the state. This has generally included route mileage, charter mileage, and load counts. ISD 709 at its discretion may request information on ridership and load counts throughout the contract year.

8. The books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by ISD 709 or its designated representative and the State auditor or Legislative auditor as deemed appropriate.

9. Remove from ISD 709 bus routes any driver who is unsatisfactory to ISD 709.

10. Run a DMV driver license record check once each year on each bus driver who operates a bus under this Agreement, and to provide a copy or the original listing of the report to ISD 709 for each driver. This report will be delivered to ISD 709 by October 1st of every year.

11. Immediately inform ISD 709 of any driver who is charged with or receives a conviction involving felonious or immoral behavior.

12. Post school bus rules provided by ISD 709 in each bus.

13. Cooperate fully with ISD 709 when directed to conduct school bus evacuation drills as set forth by state law.

14. The Vendor agrees that they will not discriminate against any individual in their hiring practices because of race, creed, color, gender, or national origin of an applicant or employee.

15. The Vendor has been advised and understands that it may have access to certain data that is classified as not public data pursuant to the Minnesota Government Data Practices Act. The Vendor agrees that such data shall have the same classification while in the possession of the Vendor as such data has while in possession of ISD 709. The Vendor agrees to return all such data to ISD 709 upon completion of the work performed under this Agreement, or sooner if requested by ISD 709, and shall retain no copies of such data; and further agrees that it shall not disseminate any such data to any organization or individual not employed by the Vendor.

C. DRUG TESTING/SCREENING

In the course of serving ISD 709, school bus drivers must not be under the influence of ability impairing substances.

1. All drivers must have controlled substance testing by a qualified laboratory or agency upon employment with the company as required by Title 49 Part 382 of the code of Federal Regulations. The Vendor shall furnish a copy of their drug testing policy and practices to ISD 709 upon execution of this Agreement.

2. If the Vendor fails to administer the drug screening, a chemical abuse assessment of the

driver by properly qualified personnel or agency must be submitted to ISD 709 prior to the driver's reassignment to a route within ISD 709's district.

3. Drivers who receive a prescription of a narcotic or other performance-altering medication will not be allowed to drive within ISD 709's district during the course of the medication.

D. TERMINAL FACILITIES

1. Vendor shall provide:
   a. A building adequate, by ISD 709 standards, for the maintenance and operation of the equipment provided;

   b. Office equipped with multiple extension phone system with the availability of telephone answering service so messages will be received and answered without delay;

   c. Office operates a base station for two-way radio communication to all contract fleet vehicles;

   d. Adequate indoor bus storage capacity; and

   e. Electrical outlets for engine heaters must be available for contract fleet vehicles not stored inside.

2. Facilities should be located near enough to provide services to any part of ISD 709 within thirty (30) minutes.

   a. Vehicles will be available at this site for stand-by and breakdown response.

   b. Should main terminal facilities not be located within the desired thirty (30) minute response time, a satellite parking facility adequate to accommodate 15% of the contract fleet vehicles during school busing hours must be provided.

V. PERSONNEL - BUS DRIVERS - BUS AIDES

A. QUALIFICATIONS

Drivers must meet the state qualifications as well as pass the Vendor's bus driving rules and regulations and hold a valid school bus driver's license for the assigned vehicle according to state and federal law. At no time will a Vendor's driver transport for ISD 709 in a school bus without a valid commercial driver's license and school bus endorsement.

B. CONDITIONS OF EMPLOYMENT

The drivers and aides must maintain the standards imposed on them by the Vendor. They are also required to attend scheduled ISD 709 or regional school bus driver's meetings for instruction and safety.

C. BUS DR1VER TRAINING

All bus drivers operating buses under this Agreement shall receive training according to the standards below.

1. New drivers not previously licensed to drive a school bus shall receive not less than twelve (12) hours of classroom and ten (10) hours of in-vehicle (actual driving time) instruction.

2. New drivers currently licensed to drive a school bus shall receive not less than 8 hours of classroom instruction, and an evaluation of their driving skills with necessary in-bus training to bring their skill levels up to acceptable levels.

3. Continuing drivers and all new drivers shall also receive training through safety meetings and through ISD 709 bus driver meetings that shall total at least 8 hours per year. These hours shall be reported to ISD 709 by the end of each contract year.

4. All drivers shall be trained to meet the requirements of Federal, State, and local rule and regulation.

D. DRIVER OBLIGATIONS

Vendor is to have the drivers adhere to the following:

1. To travel over the route and only make stops according to the timetable designated by ISD 709.

2. To keep the bus and other property used in transporting pupils clean and protected at all times when not in actual use and to exercise reasonable care in the use of such equipment.

3. To allow no person to drive the vehicle without the proper license.

4. To exercise the utmost care in protecting children from injury or exposure.

5. To be alert and observe all laws and rules relating to travel on public roads.

6. To observe all operating rules adopted by the Minnesota State Board of Education, Minnesota Department of Education, Minnesota Commissioner of Public Safety, and local School Board.

7. To remain in the bus whenever students are on or near the bus.

8. To maintain order among pupils at all times, to allow them to enter and to leave the bus only at pupil stops designated by ISD 709, and to report all cases of disobedience, improper conduct or speech, and cases of tardiness to the building principal where the student is enrolled. No student shall be expelled in the middle of a route.

9. To refrain from using profane or indecent language within hearing of the pupils and to tolerate none from them.

10. To abstain from the use of tobacco on the bus or on school property and allow no children to use tobacco in any form, including but not limited to e-cigarettes.

F. BUS DRIVER REPORT FILING

1. The driver must immediately report all accidents involving personal injury or property damage to the bus company. The driver must cooperate with the bus company in accident investigation per Section IV B.7.

2. The driver must report student misbehavior to the school building administration in a timely manner, using discipline report forms.

3. Current route schedules shall be carried on the bus, during route times. Any changes in routes must be officially approved and indicated on route copy prior to implementation.

G. BUS AIDES

1. Bus aides will be provided as required by Vendor to provide safety supervision for behavior problem bus riders. ISD 709 will provide notice when adding a bus aide to the route.
   a. Bus aides will attend all meetings and training as required by ISD 709.
   b. Bus aides will be transferred to any school district route upon request from ISD 709.

VI. EQUIPMENT PROVISIONS

1. Vendor-owned buses must meet the applicable State and Federal standards and specifications. They must be clean, neat-appearing and maintain suitable interior temperatures at all times.

2. All vehicles operated under this Agreement must have passed state inspections.

3. Age of Vehicles

   i. Buses provided for basic service may be no older than fifteen (15) years from the beginning of the current school year. A bus will be permitted to operate to the age of fifteen (15) years providing the unit remains serviceable for the entire fifteen (15) year period.

   ii. Pursuant to statutory law, Type III vehicles must be 2008 or newer. Minn. Stat. § 169.454 subd. 2.

VII. FUEL ADJUSTMENT

The base rate for diesel will be $2.75, for gasoline $2.50 and for Propane $1.50 ("Fuel") for the duration of this Agreement. If Fuel expense exceeds the base rates by 7% (Diesel = $2.943; Gasoline = $2.675; Propane = $1.605), ISD 709 will reimburse the Vendor for those

expenses that exceed the base rate. If fuel expenses fall below the base rate less 7% (Diesel = $2.558; Gasoline = $2.325; Propane = $1.395), the Vendor shall reimburse ISD 709 for those costs that fall below the base rate. Gallons consumed will be computed by using monthly mileage figures computed from actual miles and Fuel consumed for each classification of vehicles. Payments will be calculated and billed monthly.

VIII. MISC.

A. ENTIRE AGREEMENT

This Agreement and the Appendices hereto constitute the entire agreement between the Vendor and ISD 709 and incorporate all prior and contemporaneous oral or written agreements or representations between the Parties.

B. GOVERNING STATE

All questions relating to the validity, interpretation or performance of this Agreement shall be determined in accordance with the laws of the State of Minnesota relating to contracts made and performed in the State. The Parties hereto hereby agree that the venue of any action under this Agreement shall be exclusively Minnesota.

C. ELECTRONIC SIGNATURES

Electronic signatures to this Agreement or electronic counterparts in .PDF format or comparable shall be fully enforceable.

D. AMENDMENTS

This Agreement may be amended or any of its terms modified only by written document duly authorized, executed and delivered by and between Vendor and ISD 709 after mutual and timely agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement this ____ day of _____, 202_.

By: _____ By: _____

Voyageur Bus Company, Inc. “Vendor” Independent School District 709 “ISD 709”

Appendix A, B shall be attached.

APPENDIX A

RATE SCHEDULE (INCLUSIVE OF SUMMER SCHOOL) FOR SCHOOL YEAR 2023-2024

A. REGULAR TRANSPORTATION buses provide service as in Section II, A. of this Agreement.

1. Daily Rate per bus: Based on live time calculated: AM: Terminal to School; plus PM: School to Terminal.

Type III Bus	less than 4 hours	$360.00
	between 4 hours and 5 hours	$391.00
	greater than 5 hours (Per 15 minutes)	$16.25
Type A Bus	less than 4 hours	$377.50
	between 4 hours and 5 hours	$410.00
	greater than 5 hours (Per 15 minutes)	$16.25
Type C Bus	less than 4 hours	$377.50
	between 4 hours and 5 hours	$410.00
	greater than 5 hours (Per 15 minutes)	$16.25
Type D Bus	less than 4 hours	$377.50
	between 4 hours and 5 hours	$410.00
	greater than 5 hours	$16.25

Please note the percentage of regular route rate for half-day route

a.m. 50% p.m. 65%

Out of Attendance Boundary Mileage Rate $2.87 per mile

2. Midday service daily rate including but not limited to kindergarten and shuttles as described in Section II, B. of this Agreement, service from first pick up to last drop off.

1.0 hours $ 83.00 per day

1.5 hours $ 115.50 per day

2.0 hours $ 148.00 per day

2.5 hours $ 180.50 per day

B. LATE ACTIVITY ROUTES — Routes for after school activity take home as described in Section II, C.

$ 83.00 per bus.

C. SPECIAL EDUCATION — Buses to provide service as described in Section II, E.

Unless there is need for special equipment, the rates for buses for carrying handicapped. pupils should be the same as for regular pupils.

1. Extra cost for bus equipped with wheelchair lift.

$ 16.75 per day per route

2. Hourly rate for school bus assistant.

$ 33.00 per hour

D. CHARTER TRIPS* — buses to provide services as described in Section II, F.

1. Charter trips within the school district (Includes 2-Hours):

All size buses $166.25 per trip

2. Charter trips outside of school district within 30 miles & 4-Hours:

All size buses $ 247.25 per trip

3. Trips beyond 30 miles based on a per mile rate. Waiting charge per hour.

Bus Size	Per Mile Rate	Waiting Charge
All size buses	$ 2.87 per mile	$ 58.00 per hour

4. Trailer Charge: $ 120.50 single or double axle
5. Cancelled Trip within 1-hour of load time or COA $155.50
6. Overnight driver expenses – quoted on a trip-by-trip basis.

* All School Bus Charter Rates to be computed from Terminal to Terminal.

H. CANCELLED SCHOOL DAYS – ISD 709 agrees to pay Vendor 85% of daily contracted rate for cancelled days resulting from weather conditions or other similar cancellations of scheduled school days. Vendor agrees to compensate scheduled drivers and driver aides for these lost days.

I. PRICE CHANGES FOR THE 2025-2026 SCHOOL YEAR

For 2025-2026 school year, the price may increase using the May CPI OR three and a half percent (3.5%), whichever is greater and to be negotiated in good faith pursuant to Section F, 1 Compensation of this Agreement.

J. SUPPLEMENTAL DATA

i. Vendor Reference Data

Company Name: Voyageur Bus Company, Inc.

Street Address: 3941 East Calvary Road

City, State, Zip Code: Duluth, Minnesota 55803

Telephone Number: 218-724-1707

ii. Data relative to number of personnel employed by Vendor.

Regular bus drivers: 72

Substitutes or part-time drivers: 21

Dispatchers: 5 Supervisory Personnel: 2

Office Personnel: 3 Garage Mechanics: 6

List Others: 10 (Corp. Office) Total Personnel: 146

Ratio of mechanics to number of buses: 1 to 12

APPENDIX B

DULUTH PUBLIC SCHOOLS
STARTING AND ENDING TIMES
2024-2025

ELEMENTARY SCHOOLS	GRADES	SCHOOL TIMES
CONGDON PARK	K-5	7:45 - 2:15
MYERS-WILKINS	K-5	7:45 - 2:15
HOMECROFT	K-5	7:45 - 2:15
LAKEWOOD	K-5	7:45 - 2:15
LESTER PARK	K-5	7:45 - 2:15
LOWELL	K-5	7:45 - 2:15
MACARTHUR	C-5	7:45 - 2:15
PIEDMONT	K-5	7:45 - 2:15
STOWE	K-5	7:45 - 2:15
MIDDLE SCHOOLS	**GRADES**	
LINCOLN	6-8	8:40 - 3:19
LINCOLN ACTIVITY	6-8	4:15, MWTh
ORDEAN-EAST	6-8	8:40 - 3:19
ORDEAN ACTIVITY	6-8	4:15, MTTh
HIGH SCHOOLS	**GRADES**	
DENFELD	9-12	8:50 - 3:29
EAST	9-12	8:50 - 3:29
NON-PUBLIC SCHOOLS	**GRADES**	
MARSHALL LOWER	K-3	7:45 - 2:20
MARSHALL UPPER	4-12	8:00 - 3:05
MERRITT CREEK ACADEMY	1-12	8:00 - 4:15
ROCKRIDGE	ALL	8:00- 3:15, 4:15
STELLA MARIS HIGH	9-12	8:00 – 3:00
STELLA MARIS HOLY ROSARY	K-3	7:45 - 2:45
STELLA MARIS ST. JAMES	K-5	7:45 - 2:45
STELLA MARIS ST. JOHNS	6-8	7:45 - 2:55

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 5, 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.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $65.00 hourly (2 hour minimum at $130.00) and $200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3251 Dahl 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 5/31/24 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	405	740	394	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

ISD 709 Calendar 2023-24 School Year

JULY

S	M	T	W	T	F	S
						1
2	3	Indep. Day HOLIDAY 4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	Staff Develop. 29	Teacher WD/SD 30	Teacher Work Day 31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	Labor Day HOLIDAY 4	Gr. 1-12 First Day 5	6	Grade K First Day 7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	MEA WEEKEND 19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	HM 3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	Thanksgiving HOLIDAY/ Recess 23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	Staff Develop. 4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	Winter Recess 22	23
24	Winter Recess 25	Winter Recess 26	Winter Recess 27	Winter Recess 28	Winter Recess 29	30
31						

JANUARY

S	M	T	W	T	F	S
	New Years HOLIDAY 1	2	3	4	5	6
7	8	9	10	11	12	13
14	M.L.K. HOLIDAY 15	16	17	18	EHM 19	20
21	Semester Break 22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	Pres. Day HOLIDAY 19	Confer. Makeup 20	Confer. Makeup 21	Winter Recess 22	Winter Recess 23	24
25	26	27	28	29		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24						
31	25	26	27	28	HM 29	30

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	Confer. Makeup 15	Confer. Makeup 16	Spring Recess 17	Spring Recess 18	Spring Recess 19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	Mem. Day HOLIDAY 27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	Students Last Day EHM 5	PD Day 6	PD Day 7	8
9	Teacher Work Day 10	11	12	13	14	15
16	17	18	Juneteenth HOLIDAY 19	20	21	22
23						
30	24	25	26	27	28	29

KEY DATES

- First day for Grade 1-12 students - September 5, 2023
- First day for Kindergarten students - September 7, 2023
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 5, 2024

GRADING TERMS

Elementary Schools (E):

- Term 1: September 5 to January 19
- Term 2: January 23 to June 5

High Schools (H) and Middle Schools (M):

- Term 1: September 5 to November 3
- Term 2: November 6 to January 19
- Term 3: January 23 to March 29
- Term 4: April 1 to June 5

Adopted by the School Board on January 17, 2023 and revised on March 19, 2024. Calendar also available at www.ISD709.org

Duluth Public Schools

Form 3001 Item #35-05-002900

697
685

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 3, 2024 and shall remain in effect until June 5, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

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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.

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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.

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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

263754494

06/04/2024

5/31/24

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	405	740	394	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

ISD 709 Calendar 2024-25 School Year

JULY

S	M	T	W	T	F	S
	1	2	3	Indep. Day HOLIDAY 4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	Teachers Work Day 26	1st Staff PD Day 27	Teacher Work Day 28	Teachers Work Day 29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	Labor Day HOLIDAY 2	Gr. 1-12 First Day 3	4	Grade K First Day 5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	PD Day 14	15	16	MEA WEEKEND 17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					HM 1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	PD Day 27	Thanksgiving HOLIDAY/ Recess 28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	PD Day 23	Winter Recess 24	Winter Recess 25	Winter Recess 26	Winter Recess 27	28
29	Winter Recess 30	Winter Recess 31				

JANUARY

S	M	T	W	T	F	S
			New Years HOLIDAY 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	EHM 16	Teachers Work Day 17	18
19	M.L.K. HOLIDAY 20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	Pres. Day HOLIDAY 17	Winter Recess 18	Winter Recess 19	Confer. Makeup 20	Confer. Makeup 21	22
23	PD Day 24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24					
30	Confer. Makeup 31	25	26	27	HM 28	29

APRIL

S	M	T	W	T	F	S
		Confer. Makeup 1	Spring Recess 2	Spring Recess 3	Spring Recess 4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	Mem. Day HOLIDAY 26	PD Day 27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1		3	4	Students Last Day EHM 5	Teachers Work Day 6	7
8	9	10	11	12	13	14
15	16	17	18	Juneteenth HOLIDAY 19	20	21
22	23	24	25	26	27	28
29	30					

KEY DATES

- First day for Grade 1-12 students - September 3, 2024
- First day for Kindergarten students - September 5, 2024
- Schools will schedule open houses and conferences
- No school for students:
- Last day for students - June 5, 2025

GRADING TERMS

Elementary Schools (E):

- Term 1: September 3 to January 16
- Term 2: January 21 to June 5

High Schools (H) and Middle Schools (M):

- Term 1: September 3 to November 1
- Term 2: November 4 to January 16
- Term 3: January 21 to March 28
- Term 4: April 7 to June 5

Adopted by the School Board on March 19, 2024. Calendar also available at www.ISD709.org

Duluth Public Schools

Form 3001 Item #35-05-002900

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

Jill Lofald, Board Chair

Duties and Responsibilities

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas John Magas

Title: Superintendent

Date: 5/6/24

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: 324162 - Duluth Public Schools ISD 709

Print Name: John Magas

Title: Superintendent

Date: 5/6/24

DESIGN TREE
engineering + land surveying

May 14, 2024

Bryan Brown – Facilities Manager
Duluth Public School District 709
Via email: bryan.brown@isd709.org

RE: Duluth News Tribune Building Remodel – Additional Services

Dear Mr. Brown
Thank you for the continued opportunity to work with you on the Duluth News Tribune Building Remodel into a new ISD 709 Education Center. We would like to request additional services related to the project based on the adjustment to the overall building scope of work and schedule revisions.

In our original Professional Engineering Services proposal dated October 10, 2023, Design Tree Engineering's fee approach was based on an estimated $6,000,000 project cost, with an estimated 60% related to the Mechanical, Electrical, Plumbing and Structural construction. Our proposed fee was based on 4.25% of the construction scope of work for a total of $153,000.

With the delivery of Schematic Design documents in January 2024, ICS created an SD project cost estimate of $10,200,000 for the developed scope of work which includes the structural in-fill of two floor areas that were not included in the initial scope of work. The Duluth School District 709 provided a notice-to-proceed with the full SD-level scope of work on Friday, May 3, 2024.

Fees for Proposed Services

Design Tree Engineering will provide additional engineering services as listed below for the lump sum fee:

Professional Engineering Services

Revised Project Cost:	*$10,200,000*
Revised MEP & S Cost (60%):	*$6,120,000*
Revised Total MEP & S Fee:	*$260,100*
Less Original Contract Fee:	*$153,000*
Total Lump Sum Fee:	**$107,100**

Project Schedule

1. The anticipated project schedule based on the notice-to-proceed and restart of the project will have DD deliverables to ICS by mid June and CD deliverables to ICS by mid-August with an intention to bid in September 2024.

If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING



Paul E. Quirin, P.E.
Mechanical Team Leader
Phone: 763-270-6304
Email: peq@DTE-LS.com

Acceptance of Proposal:
The total proposed fee amount of $107,100 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

Signature

Title Date

Expenditure Contracts Signed
April 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
Gary New Duluth Development Alliance	$8,000.00*	TLE (DR)	ESSER funds to support summer programming for youth (FY24)
Gary New Duluth Development Alliance	$16,000.00*	TLE (DR)	ESSER funds to support summer programming for youth (FY25)
Neighborhood Youth Services, Inc.	$30,000.00*	TLE (DR)	ESSER funds to support NYS academic and career support for Duluth Public School students
Zeitgeist Arts	$25,000.00*	TLE (DR)	ESSER funds to support summer programming and enrichment activities for youth
Men as Peacemakers	$8,000.00*	TLE (DU)	Group meetings onsite at LPMS, MWES, Piedmont and Laura MacArthur for 24-25 school year
First Witness Child Advocacy Center	$5,000.00*	TLE (DU)	Child sexual abuse prevention information to teachers/staff/students for 24-25 school year
Teachers on Call	TBD	Human Resources (DU)	Amendment to continue partnership with TOC through 6/30/26
Institute for Environmental Assessment, Inc.	$26,000.00*	Facilities (DU)	Amendment to increase current contract by $26,000 from original total of $80,000
Stella Maris Academy	$248.15*	Special Services (DR)	Paraprofessional coverage while a district employee is on leave of absence
Marshall School	$34,000.00	Special Services (DR)	FY25 non-public nursing services by a licensed school nurse

Aya Kawaguchi Nakajima	$250.00*	Early Childhood Family Education (ECFE) (DR)	Onsite support during ECFEs 50th anniversary event at Chester bowl 5/18/24
Ryan Clark	$150.00*	Early Childhood Family Education (ECFE) (DR)	Teaching and helping Oshki-inwewin students make and learn about traditional fry bread
Jeffery Olson	$50.00*	Head Start (DR)	Face painting for Head Start event at Great Lakes Aquarium
Jamar Kirk	$150.00*	Head Start (DR)	Photo booth for Head Start event at Great Lakes Aquarium
Jeremy Wilson	$150.00*	American Indian Education (DR)	Drumming, teaching Powwow dances, performing for end-of-the-year event at Lowell
Thomas Howes	$5,000.00*	American Indian Education (DR)	Contracted services for site event
BARR Secondary School (Building Assets, Reducing Risks)	$35,000.00*	Denfeld HS (DU)	Contracted behavioral services for 24-25 school year as noted in Exhibit A of agreement
Erin Muhs	$1,000.00*	Denfeld HS (DU)	Costume design at Denfeld HS
Ayla Bjerke	$1,000.00*	Denfeld HS (DU)	Assistant director for drama at Denfeld HS
Keely Waechter	$1,000.00*	Denfeld HS (DU)	Drama event at Denfeld HS
Tom Wegren	$250.00*	Congdon ES (DU)	Piano accompanist
Wolf Ridge Environmental Learning Center	$1,875.00	Stowe ES (DU)	5th grade field trip 24-25 school year (deposit)

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary New Duluth Development Alliance - GND Rec, 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 5/1/2024 and shall remain in effect until 6/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Grant Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $8,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Mark Boben, President, GND Development Alliance, 2630 W Superior St, Duluth, MN 55806.

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** 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.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **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

GNDRec. FY 24

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature — 46-5272750 SSN/Tax ID Number — 5/13/24 Date

Program Director — 5/13/24 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	211	161	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 — 5/13/24 Date

GND Development Alliance – GND REC

ISD 709 Grant Application

Date of application: 16 April 2024 **Grant amount requested**: $24,000

why the need exists, who it would benefit, the activities or supports that would be provided, anticipated budget, how participation would be tracked, and how you plan to report impact when the programming is completed

Propose of Grant: Funds will be used to provide summer youth programming at the GND REC located at 801-101st Avenue West, Duluth, Minnesota 55808 adjacent to Stowe Elementary School. We have contracted the Boys & Girls Club of the Northland to run our summer youth programming.

Nonprofit Organization: GND Development Alliance (GNDDA) - tax I.D. #: 46-5272750

Contact Person: Mark Boben, President, GND Development Alliance
Mailing Address: 2630 West Superior Street, Duluth, MN 55806
Phone: 218-355-1349
Email: greysolon2010@gmail.com
Website: https://gnd.community/
Facebook: https://www.facebook.com/gndcommunity

The Need

We believe that today's youth need a place where they feel safe & belong, that they crave and need outdoor physical activity, opportunities to socialize with their peers, improve study/learning skills, learn how to relate with adults and be part of their community.

Activities/Support

We will engage youth in programs that foster academic success, good character & citizenship, and a healthy lifestyle. Programming will start June 17th and run through August 30th. We will not have programming the week of the 4th of July.

The tentative activity schedule for summer programming (which will be fine-tuned in the days ahead and during the summer) is as follows:

Time	Monday	Tuesday	Wednesday	Thursday
12:00-1:00	Free time at REC	Free time at REC	Free time at REC	Free time at REC
1:00-2:00	Basketball Art project	Soccer Coloring contest	Biking Art project	Nature Hike Thing of the Week!
2:00-3:00	Gardening Capture the flag	Summer Brain Gain Pickle Ball	Biking Triple Play	Kickball Art project
3:00-3:30	*Snack*	*Snack*	*Snack*	*Snack*
3:30-4:30	Summer Brain Gain Skate Park	Softball Art project	Science activity Summer Reading Challenge	Flag Football SMART Moves
4:30-5:00	Free time at REC	Free time at REC	Free time at REC	Free time at REC

GND REC amenities include: soccer fields, baseball backstop, large open-air pavilion, large greenspace, dog park, community garden and multi-activity sport court which has basketball courts with adjustable goal posts, pickle ball, four square and hop scotch. A state-of-the-art urban design streetscape concrete skatepark is anticipated to be completed midsummer 2024 along with another, smaller open-air pavilion.

Who Benefits

Youth ages 6 to 18 are the focus of our summer programming. The focus is on the far west side of Duluth. There are an estimated 253 students at Stowe Elementary School, 596 students at Lincoln Middle School and 965 students at Denfeld.

The Boys & Girls Club will charge a $20 registration fee that will allow registered youth to attend any Boys & Girls Club of the Northland through the end of 2024. We will ***not*** turn any youth away due to inability to pay.

This is our first year of expanded summer youth programming at the GND REC. Hours have been increased and we will strongly encourage teens to attend. We have a goal of serving 40 youth per day.

Budget

We have a Boys & Girls Club budget of $24,004 established for summer youth programming. This includes $17,972 in payroll expense, $3850 for supplies and $2182 in administrative expenses. We have established a contingency of $1000 for unanticipated expenses.

Participation Tracking

The Boys & Girls Club utilizes a Salesforce system built specifically for Boys & Girls Clubs called MyClubHub. This allows families to easily register online and staff to have quick access to emergency information. With this system we are also able to check youth in and out of daily at the front door as well as track all participation in activities throughout the day in real time. We will be able to efficiently generate reports on all participation data and use that to inform scheduling decisions, measure engagement, and provide impact information to funders.

We will utilize participation tracking to gauge impact as well as pre/posttests, survey data, and perceptions gathered from conversations with youth, families, and community members. Our membership form also gathers demographic information which we utilize to paint a deeper picture of the impact we have.

Impact Report

It is our intention to put together a full impact report upon the completion of the program this summer. The report is anticipated to include, but not be limited to, the following;

- Do youth feel that the GND REC programming provides a safe, positive environment
- Do youth feel that the GND REC programming provides a safe emotional place
- Do youth feel that they have a strong adult connection at GND REC programming
- Do youth feel that the GND REC programming is a fun place to be
- Household composition
- Operating hours
- Average daily attendance
- Meals/snacks served (we will advocate that youth attend the Stowe lunch program)

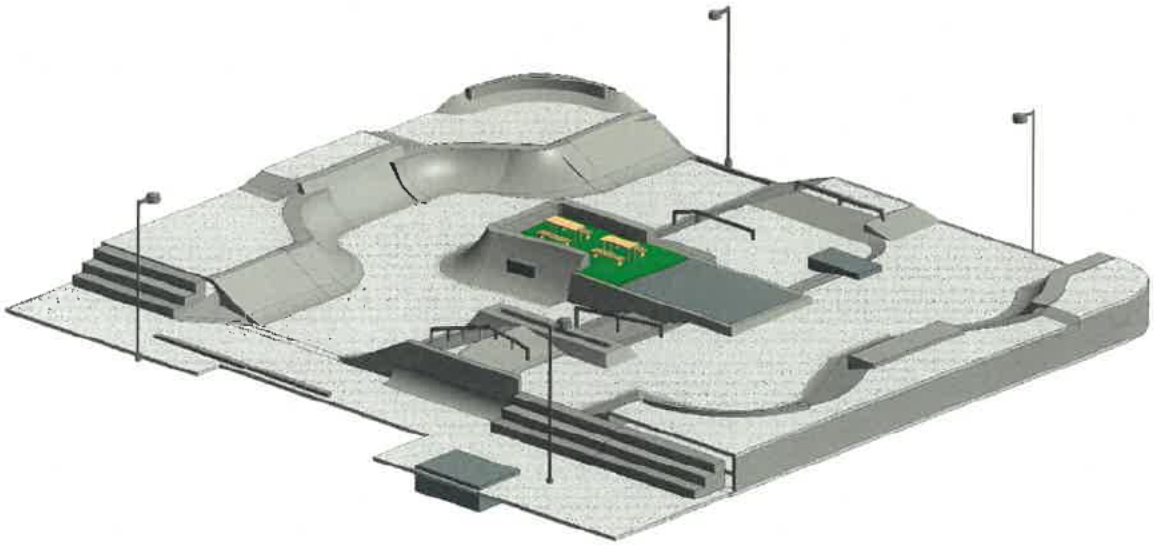
We are building and strengthening the social fabric of our community. The future belongs to our youth and we are working hard to provide them with a foundation for success.

Following are:

- GND REC phased development plan
- GND REC skatepark rendering
- GND REC skatepark current state of construction



The following is the skatepark design by Wizard Works.



The following aerial photo is the current state of construction of the skatepark and also shows the small pavilion that was installed in 2023.



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary New Duluth Development Alliance - GND Rec, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2024 and shall remain in effect until 9/1/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Grant Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $16,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Mark Boben, President, GND Development Alliance, 2630 W Superior St, Duluth, MN 55806.

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** 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.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **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

GND Rec. FY25

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature — 46-5272750 SSN/Tax ID Number — 5/13/24 Date

Program Director — 5/13/24 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	211	161	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 — 5/13/24 Date

GND Development Alliance – GND REC

ISD 709 Grant Application

Date of application: 16 April 2024 **Grant amount requested**: $24,000

why the need exists, who it would benefit, the activities or supports that would be provided, anticipated budget, how participation would be tracked, and how you plan to report impact when the programming is completed

Propose of Grant: Funds will be used to provide summer youth programming at the GND REC located at 801-101st Avenue West, Duluth, Minnesota 55808 adjacent to Stowe Elementary School. We have contracted the Boys & Girls Club of the Northland to run our summer youth programming.

Nonprofit Organization: GND Development Alliance (GNDDA) - tax I.D. #: 46-5272750

Contact Person: Mark Boben, President, GND Development Alliance
Mailing Address: 2630 West Superior Street, Duluth, MN 55806
Phone: 218-355-1349
Email: greysolon2010@gmail.com
Website: https://gnd.community/
Facebook: https://www.facebook.com/gndcommunity

The Need

We believe that today's youth need a place where they feel safe & belong, that they crave and need outdoor physical activity, opportunities to socialize with their peers, improve study/learning skills, learn how to relate with adults and be part of their community.

Activities/Support

We will engage youth in programs that foster academic success, good character & citizenship, and a healthy lifestyle. Programming will start June 17th and run through August 30th. We will not have programming the week of the 4th of July.

The tentative activity schedule for summer programming (which will be fine-tuned in the days ahead and during the summer) is as follows:

Time	Monday	Tuesday	Wednesday	Thursday
12:00-1:00	Free time at REC	Free time at REC	Free time at REC	Free time at REC
1:00-2:00	Basketball Art project	Soccer Coloring contest	Biking Art project	Nature Hike Thing of the Week!
2:00-3:00	Gardening Capture the flag	Summer Brain Gain Pickle Ball	Biking Triple Play	Kickball Art project
3:00-3:30	*Snack*	*Snack*	*Snack*	*Snack*
3:30-4:30	Summer Brain Gain Skate Park	Softball Art project	Science activity Summer Reading Challenge	Flag Football SMART Moves
4:30-5:00	Free time at REC	Free time at REC	Free time at REC	Free time at REC

GND REC amenities include: soccer fields, baseball backstop, large open-air pavilion, large greenspace, dog park, community garden and multi-activity sport court which has basketball courts with adjustable goal posts, pickle ball, four square and hop scotch. A state-of-the-art urban design streetscape concrete skatepark is anticipated to be completed midsummer 2024 along with another, smaller open-air pavilion.

Who Benefits

Youth ages 6 to 18 are the focus of our summer programming. The focus is on the far west side of Duluth. There are an estimated 253 students at Stowe Elementary School, 596 students at Lincoln Middle School and 965 students at Denfeld.

The Boys & Girls Club will charge a $20 registration fee that will allow registered youth to attend any Boys & Girls Club of the Northland through the end of 2024. We will ***not*** turn any youth away due to inability to pay.

This is our first year of expanded summer youth programming at the GND REC. Hours have been increased and we will strongly encourage teens to attend. We have a goal of serving 40 youth per day.

Budget

We have a Boys & Girls Club budget of $24,004 established for summer youth programming. This includes $17,972 in payroll expense, $3850 for supplies and $2182 in administrative expenses. We have established a contingency of $1000 for unanticipated expenses.

Participation Tracking

The Boys & Girls Club utilizes a Salesforce system built specifically for Boys & Girls Clubs called MyClubHub. This allows families to easily register online and staff to have quick access to emergency information. With this system we are also able to check youth in and out of daily at the front door as well as track all participation in activities throughout the day in real time. We will be able to efficiently generate reports on all participation data and use that to inform scheduling decisions, measure engagement, and provide impact information to funders.

We will utilize participation tracking to gauge impact as well as pre/posttests, survey data, and perceptions gathered from conversations with youth, families, and community members. Our membership form also gathers demographic information which we utilize to paint a deeper picture of the impact we have.

Impact Report

It is our intention to put together a full impact report upon the completion of the program this summer. The report is anticipated to include, but not be limited to, the following;

- Do youth feel that the GND REC programming provides a safe, positive environment
- Do youth feel that the GND REC programming provides a safe emotional place
- Do youth feel that they have a strong adult connection at GND REC programming
- Do youth feel that the GND REC programming is a fun place to be
- Household composition
- Operating hours
- Average daily attendance
- Meals/snacks served (we will advocate that youth attend the Stowe lunch program)

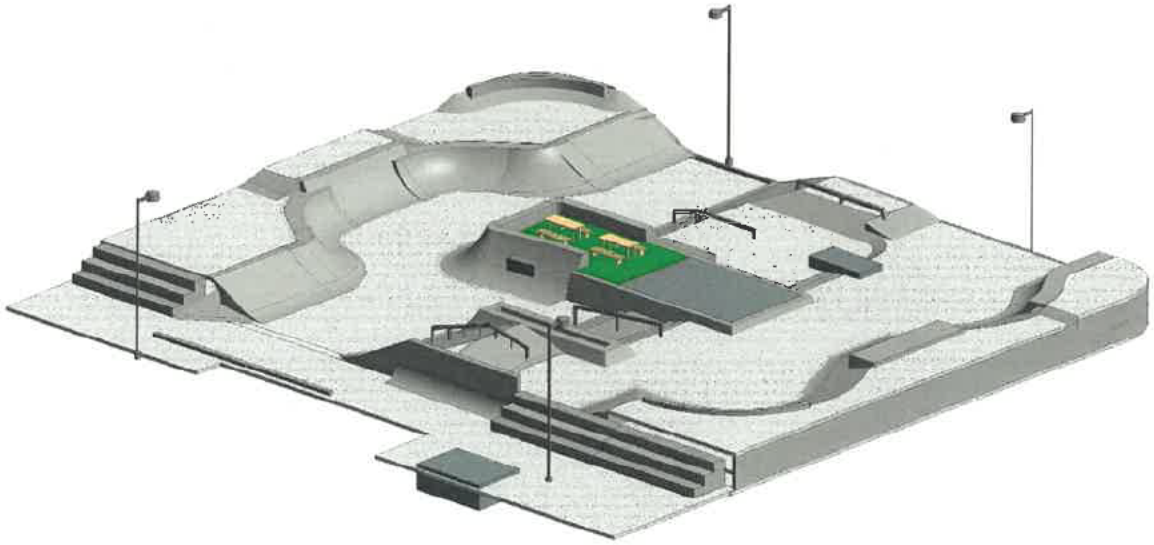
We are building and strengthening the social fabric of our community. The future belongs to our youth and we are working hard to provide them with a foundation for success.

Following are:

- GND REC phased development plan
- GND REC skatepark rendering
- GND REC skatepark current state of construction



The following is the skatepark design by Wizard Works.



The following aerial photo is the current state of construction of the skatepark and also shows the small pavilion that was installed in 2023.



AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Neighborhood Youth Services, Inc., an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5/16/2024 and shall remain in effect until 6/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $30,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Neighborhood Youth Services, Inc., 518 N Lake Ave, Apt 2.

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** 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.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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17. **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.

Peg Davis — Contractor Signature

99-2290577 — SSN/Tax ID Number

05/21/2024 — Date

Simone Zunich — Program Director

5/21/24 — 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	211	161	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

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_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Anthony Bent — Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

5/17/24 — Date

Organization Name: Neighborhood Youth Services, Inc.
Contact Information: 518 N Lake Ave, Apt 2
Duluth, MN 55805
(609) 774-6517
duluthnys@gmail.com

Program Title: Academic and Career Support for Duluth Public Schools

Total Cost: $210,000 (itemized in NYS ESSER Proposal Budget)

Program Start Date: May 6, 2024
Program End Date: December 31, 2024

Executive Summary

The Academic and Career Support Program will assist ISD709 students with attaining academic success, timely graduation, and promising career pathways. Neighborhood Youth Services will increase graduation rates by providing academic counseling and tutoring to students, utilizing Community Education programs to earn credits and incentivize engagement, help students develop essential skills, earn valuable certifications, and plan for post-secondary education or employment. Neighborhood Youth Services will continue to provide support and wrap-around services throughout and after each student's educational journey to ensure they have the resources and guidance that they need to become successful, involved citizens.

Program Work Plan

The Academic and Career Support Program will be carried out in several phases in order to properly account for the urgency of individual academic situations. NYS will begin by identifying up to 50 students in immediate need of academic support. Priority will be placed on students scheduled to graduate in June 2024, followed by students scheduled to graduate later in 2024. Academic support for students scheduled to graduate in the years following 2024 will be provided if there is capacity remaining within the program.

After identifying students of highest priority, NYS will arrange meetings with each and develop a plan for academic success, including regular tutoring sessions, additional credit-earning

opportunities, regular academic progress checks, and means of incentivizing student engagement. The supports and services provided to students will be tailored to each student's unique academic situation and needs. For students who qualify, NYS will facilitate enrollment in the Targeted Services program, which allows students to earn a modest stipend for the time they spend on their coursework. Academic progress checks and tutoring sessions can be offered in-school time, out-of-school time, on-site, off-site, or remotely. For students within the AEO system, NYS will remain flexible in order to best fit the schedules of each individual.

For students requiring significant credits, NYS will also explore options for earning elective credits through Community Education's Youth Service and Youth Service Learning programs. NYS staff will develop service options that connect students with enriching and engaging work in addition to fulfilling requirements for earning credit. Through partnership with a wide variety of community partners, students will connect with their community, develop valuable skills, and gain an understanding of the myriad ways to support others in their own community.

Academic support will also be available at an at-need, walk-in basis at NYS's West Duluth site located at 5808 Grand Avenue from 2:00pm to 6:00pm each weekday. Students who have not set up plans for academic success with NYS will still be able to receive support at this site, though priority will remain for students with scheduled tutoring sessions and academic progress updates.

Following the conclusion of the 2023-2024 academic year, NYS will continue to provide the programming and support detailed above. With the expected graduation of students and corresponding drop in academic support needs, NYS will turn more focus to Youth Service and Youth Service Learning projects as well as career and education exploration experiences. NYS will offer additional recreational activities at the West Duluth site and plan regular recreational field trips to increase student knowledge and engagement in the outdoors and their community. NYS will plan regular and topical educational programming for high school students throughout the summer, including, but not limited to: sexual and reproductive health, substance abuse, and mental health. These programs will implement relevant training for participants as well, covering administration of narcan/naloxone, administration of first aid & CPR, and mental health response.

In preparation for the 2024-2025 academic year, NYS will develop systems and procedures for engaging in truancy interventions. Using NYS's established relationship with the Student Attendance Resource Board and Saint Louis County, NYS will combine academic support with attendance support.

NYS will foster professional relationships and mentorship with students not only through academic support and counseling, as well as providing opportunities for exploration into future career paths and post-secondary education. Career and education exploration will include trips to career fairs, universities, technical and two-year schools, and certification programs. Many excellent opportunities are available to students through Community Education's Youth Enrichment, but these classes and programs can be hard to access for students without financial means. NYS will encourage student engagement in these opportunities and will facilitate such involvement by subsidizing costs when needed. NYS will utilize its existing partnership with Duluth Workforce Development and establish a work experience program to allow students to develop relevant job skills and workplace etiquette. NYS will also assist students with resume building and work portfolio skills as these students explore career options and identify interests.

NYS will provide weekly recreational programs and activities to encourage student engagement. These activities will vary significantly depending on student interest. NYS currently operates a free weekly basketball league for kids 6-18 years of age which has been shown to be a great incentive for many students to meet engagement and education goals. In addition to these recreationally focused programs, NYS will provide youth to youth mentorship programs. These programs consist of a youth boys group, a teen boys group, a youth girls group and a teen girls group. Each group meets individually on a weekly basis and teen participants mentor youth participants in weekly activities. The groups come together once a month for a field trip chosen by the participants. By combining teen-youth mentorship with staff mentorship, participants build positive relationships with their peers and develop sense of belonging, responsibility, and influence.

NYS will work closely with the students to develop city wide events. Our hope in this is to connect families to various resources across Duluth, foster relationships that can help further them in life (educationally and career), learn to work as a team, use their minds to come up with unique gatherings that include all walks of life, as well as budgeting and scheduling the days

events. NYS believes that the skills and knowledge gained from organizing these special events will be vital to students' future. These opportunities help students build leadership as they go into the workforce and explore possibilities/fields that they may one day build entire careers in. It is also a positive experience for them to meet and network with others across the community.

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Zeitgeist Arts, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2024 and shall remain in effect until 8/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(See attached Application/Proposal)*

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $25,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

6. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

7. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

8. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Zeitgeist Arts, 222 E Superior St, Duluth MN 55802.

10. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

11. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** 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.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

17. **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.

Anthony Cuneo — 20-6424699 — 5/23/24
Contractor Signature — SSN/Tax ID Number — Date

Anthony Bruno — 5/23/24
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	161	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

Jennine Zunich — 5/23/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date

To: Anthony Bonds, Assistant Superintendent, ISD 709
From: Zeitgeist Center for Arts and Community
Re: Summer programming for ISD 709 students
Date: 5/9/2024

Assistant Superintendent Bonds,

Thank you for the opportunity to partner with ISD 709 to provide summer enrichment programming and activities for Duluth students. Zeitgeist is proud to offer these summer classes and camps to Duluth district students and further connect Duluth children to the arts, cultural, and creative communities throughout the region. These classes are designed to help students tell their stories. Students will engage and build relationships with artists and performers in ways that will connect them to opportunities for years to come, and offer fun, educational, and enriching experiences.

Registration processes, class costs, and the classes themselves have been designed to maximize accessibility. An outreach and marketing support partnership with ISD 709 can help ensure all students are offered the class opportunities.

Below you will see a list of summer programming options Zeitgeist can offer Duluth district students. Each class/camp proposal will include a description of the programming, the dates it will be offered, the appropriate grade range for the programming, the location of the programming, estimated programming cost, and other details pertinent to understanding Zeitgeist's offering.

You'll notice some of the programming culminates in August. Zeitgeist can payout those expenses and invoice for their reimbursement prior to the end of July.

The maximum estimated cost for this proposal is up to $40,197. The costs were determined by assessing the expenses associated with the proposed programming. Certain expenses won't be known until programming plans and attendance numbers are finalized, therefore it's likely the final expenses will come in lower than the amount listed. If you'd like a more detailed description of program costs, we can share a budget breakdown with you.

Please don't hesitate to contact us with any questions or suggestions.

Summer Filmmaking Workshop & Exhibition - Video Production Filmmaking
Dates/Times: July 22 - 26
Location(s): Denfeld High School, Zeitgeist Media Lab, Zinema
Available To: All ISD 709 grade 9-12 students*. Enrollment up to 14 participants.
Description: This workshop focuses on preproduction and production for a short film. Students will work as a team to learn how to tell a story with essential film equipment, including camera, audio, and lighting. Students will fill production roles, set up a plan, and turn the plan into action. Students

can expect a lot of hands-on experience and the opportunity to use their creativity! The workshop runs from 12:30 pm - 3:30 pm. Workshop will be held at Denfeld Monday through Thursday, and at Zeitgeist on Friday to work on editing the footage in our MN Media Arts lab using industry standard programs. The student projects will be presented at a student film showing at the Zinema movie theater at the Zeitgeist Arts Building. Family and Friends invited! *This workshop is designed in partnership with Anne Parish's Summer DASH program to reach students attending Summer School at Denfeld and to be particularly accessible for students who are looking for **Attendance Recovery Credits**.

Instructors: Matt Dressel or MMAS approved instructor

Estimated Cost: $6,825

Accessibility Accommodations:

- Transportation: Both Denfeld and Zeitgeist are located on major DTA routes. DTA bus passes provided upon request.
- Registration: Registration available at zeitgeistarts.com as well as through the DASH program website for 709 students to register for free. Or students/parents can call or email our registration coordinator for assistance.
- Meals: Hot lunch included with registration provided by Denfeld.

A Midsummer Night's Dream Teen Acting Camp & Performances

Dates/Times: August 5th-9th & 12th-18th / 9:00am - 3:00pm camp, plus 3 evening performances at Hartley

Location: Zeitgeist Arts Building and Hartley Nature Center

Available To: Grades 6th - 12th. Enrollment up to 25 students.

Description: A cast of kids and local Duluth artists will tell the Shakespeare favorite for summer audiences in a one-of-a-kind theatrical experience: in the woods…with fairies. The first week will be spent on the Zeitgeist Teatro stage learning about the fundamentals of theater. Week 1 ends by casting the show through an audition process where every student in the camp will win a role in the show! The second week we'll be in full rehearsal mode and move to Hartley where we'll spend the week rehearsing for our own production and three-day, weekend run of Midsummer. Students will learn audition techniques, intro to backstage and the booth, acting for beginners, Shakespeare workshops, intro to playwriting, building confidence and building characters, rehearsal process, and PERFORMANCE! Plus, a guaranteed role in our Zeitgeist Theater's production of A Midsummer Night's Dream: at Hartley Nature Center.

Instructors: Mary Fox and Cheryl Skafte

Estimated Cost: $21,038

Accessibility Accommodations:

- Transportation: Zeitgeist and Hartley are located on DTA routes. DTA bus passes provided upon request.
- Registration: Registration available through Zeitgeist website or by calling/emailing Zeitgeist's central registration line/email.
- Meals: Lunches will be provided.

Improv Summer Camp and Performance

Dates/Times: July 8th-12th / 10:00am - 3:00pm, Showcase on Friday, July 12th at 4pm

Location: Zeitgeist Arts Building

Available To: Grades 7th - 12th. Enrollment up to 17 students.
Description: In this week-long intensive, participants will learn and sharpen skills of improvisation in performance. Sharpening your improvisation skills can help you become more comfortable interacting in social settings, give you a valuable tool for becoming a stronger actor, and of course prepare you to be a comedic improviser. At the end of the week, participants will be featured in a public showcase on Zeitgeist's Tearo stage. Learn the art of "Yes, and…", characterization, physical acting, the mechanics of improv performance, "playing the game", being a generous scene partner, and much more.
Instructors: Members of Zeitgeist's Renegade Improv Team
Estimated Cost: $5,060
Accessibility Accommodations:

- Transportation: Zeitgeist is located on a major DTA route. DTA bus passes provided upon request.
- Registration: Registration available through Zeitgeist website or by calling/emailing Zeitgeist's central registration line/email.
- Meals: Lunches will be provided.

Acting for Film Summer Camp
Dates/Times: July 15 - 19. See time blocks below in the camp description.
Location: Zeitgeist Arts Building
Available To: Grades 4th - 12th (Students split into age groups 10-12 & 13-17). Enrollment for each block up to 20 students.
Description: The Acting for Film camp provides young actors with training in acting and film fundamentals both script and improvisation, audition with professionalism, voice, movement, auditions, collaboration in an ensemble and confidence building skills.
The week will include foundational techniques for embodying characters and conveying emotions authentically on stage and in front of a camera. Through exercises in voice, movement, and improvisation, they learn to express themselves confidently and connect with audiences. The week will culminate in a showcase for students to show their work on Friday at 5:30PM.

AM Block 9:00 am - 12:30 pm, Middle School Students
PM Block 1:30 pm - 5:00 pm, High School Students

Instructors: Mandi Bedbury, Lily Rains, & Erin Roberts
Estimated Cost: $7,274
Accessibility Accommodations:

- Transportation: Zeitgeist is located on a major DTA route. DTA bus passes provided upon request.
- Registration: Registration available through Zeitgeist website or by calling/emailing Zeitgeist's central registration line/email.
- Meals: Lunches could be facilitated for this program as well but that expense isn't included in the budget. If food service is preferred, we can add that in.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Men as Peacemakers, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1st, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will lead MEGA Group meetings onsite at Lincoln Park Middle School and Myers-Wilkins, Piedmont and Laura MacArthur Elementary Schools. The purpose of this group is to build social-emotional skills, conflict resolution and leadership skills. Groups will happen once a week and will occur over lunch and/or recess periods. The Contractor agrees to obtain parental permission for those students who wish to participate. The District agrees to provide a room/space as needed.

Contractor will lead Girls Restorative Group meetings onsite at Lincoln Park Middle School and Denfeld High School, Myers-Wilkins, Piedmont, & Laura MacArthur. The purpose of the group is to create inclusive and safe places where girls develop authentic, supportive relationships, and social emotional skills by changing the narrative of what it means to be a black and brown girl. This program gives youth the tools.and inspiration to have power over their own lives by experiencing leadership within their community.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** There is no cost to the student for the services. The District will contribute a total of $8,000 for the Contractor's services.

5. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

6. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

7. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District hannless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

8. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jacob Laurent, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Jessica Smith, 123 W Superior St, Duluth, MN 55802.

9. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

10. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

11. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

12. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

13. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

14. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

15. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

16. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Jessica Smith	41-1841689	5-28-24
Contractor Signature	SSN/Tax ID Number	Date
[signature]		5/28/24
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	030	000	305	042
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Executive Dir. of Finance & Business Services

5/31/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary sites upon request.

3. **Background Check.** Not applicable

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jacob Laurent, 709 Portia Johnson Dr, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to First Witness, 1402 E 2nd St, Duluth, MN 55805

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Tracie Clenaugh — 41-1737291 — May 23, 2024

Contractor Signature — SSN/Tax ID Number — Date

J Lenart — 5/23/2024

Program Director — Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

XXX Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	005	030	000	305	042
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Executive Dir. of Finance & Business Services — 5/31/24

Date

AMENDMENT ONE

This Amendment ("Amendment One"), between Teachers On Call, a Kelly® Education Company ("TOC"), with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools ("Customer"), is for the purpose of extending and amending the term of their Agreement.

RECITALS

A. TOC and Customer entered into an Agreement ("Agreement"), beginning July 20, 2022.

B. The term of the Agreement expires on June 30, 2024.

C. TOC and Customer wish to modify the Agreement to extend the term of the Agreement, as set forth below.

AGREEMENT

TOC and Customer therefore agree as follows:

1. **Extension of Term.** The term of the Agreement is extended until June 30, 2026, unless terminated earlier, as set forth in the Agreement.

2. **Pricing**. Administrative markup of 31% (previously at 30%).

3. **Miscellaneous.** This Amendment will become effective when both parties have signed it. The date on which the last party has signed this Amendment (as indicated by the date associated with that party's signature) will be deemed the date of this Amendment. TOC and Customer restate all other provisions of the Agreement and agree that all such provisions remain in effect.

Teachers On Call, a Kelly® Education Company

Signature: _____

Name: _____

Title: _____

Date: _____

Duluth Public Schools

Signature: _____

Name: John Magas

Title: Superintendent

Date: 5/28/24

To: Bryan Brown
Brett Mensing
Independent School District #709 I Duluth Public Schools

From: Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager
Institute for Environmental Assessment, Inc.

Date: May 23, 2024

RE: EH&S Contract Update
IEA #202311091

Providing Trusted Health and Safety Solutions

This memo is to outline an update on work billed, current work in progress during the May billing cycle, and upcoming projects to be completed under the current contract prior to July 1.

The environmental, health, and safety (EH&S) contract between Independent School District #709 and the Institute for Environmental Assessment, Inc. (IEA), has an original budget of $80,000.

Due to the uncovering of asbestos during work that occurred at the old Duluth News Tribune (DNT) Building, IEA rendered an extensive number of services, solely focused on serving the asbestos emergency at the building. The work included an inspection (bulk material sampling, lead-based paint, and air sampling), coordination of the cleanup and abatement, and air monitoring during the abatement process.

Through April 30, 2024, IEA has billed $66,961.76 to the EHS contract under the traditional scope, with an unbilled total of $8,423.59 through May 17, 2024, totaling $75,385.35.

Through April 30, 2024, IEA has billed $36,378.92 on the DNT Building project, with an unbilled total of $23,447.03 through May 17, 2024, totaling $59,825.95.

Should the DNT Building have not occurred, IEA would currently be on budget at this time.

IEA has the following projects planned for additional work and anticipates needing an additional $26,000 to continue services until July 1, 2024.

- Complete air monitoring and final report for work completed at the DNT Building
- Complete the emergency response plan and start the implementation phase of the plan
- Continue work on improving written EHS programs, including necessary site assessments and assisting with training

IEA Signature

Date 5/31/24

ISD #709 Signature

Date

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street Suite #4
Brainerd, MN 56401
218-454-0703
FAX 763-315-7920
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Stella Maris Academy, 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 October 10, 2023 and shall remain in effect until November 27, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Paraprofessional coverage while a district employee is on a leave of absence.

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $14.18 hourly and $ 248.15 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 4321 Allendale Avenue, Duluth, MN 55803.

11. Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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
	26-2609501	5/31/2024
Program Director		Date
		5/31/24

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:

J 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	412	740	161	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
	5/31/24

Name	Date	Hours
Matthews Sub	10/27/23	7.5
Matthews Sub	10/26/23	2.5
Matthews Sub	10/31/23	2.5
Matthews Sub	11/8/23	2.5
Matthews Sub	11/19/24	2.5
	Total Hours	**17.5**
	Hourly Rate	$14.18
	Total	**$248.15**

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall 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 August 21, 2024 and shall remain in effect until June 4, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Non-public Nursing Services by a Licensed School Nurse

3. **Background Check.**

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $34,000.00 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 1215 Rice Lake Road, Duluth, MN 55811

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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
Jason Crane		5/31/24
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

__X__ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	002	590	350	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Zumis	6/4/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Aya Kawaguchi Nakajima , 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: Aya has agreed to attend ECFE's 50th Anniversary Saturday May 18, 2024 from 9:30-12:00. She has prepared an art activity to engage children and families that will be attending the event. Materials have been purchased based on her project requests. She will have assistance from volunteers to set up and clean up the project after. She is able to communicate via email.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 25, 2024 and shall remain in effect until May 18, 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.** Aya will prepare a supply list and activity to implement at Early Childhood

Family Education's 50th Anniversary Event at Chester Bowl on Saturday May 18 from 9:30

am to 12:00 pm. She will be present to teach and talk with families and engage in the

activity.

3. **Background Check.** *(applies to contractors working independent with students)*

Aya will not be working independently 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 $100 hourly and $250 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: Sharie Belvins, 709 Portia Johnson Drive, Duluth, MN 55811.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.

Aya Nakajima	[redacted]	5/14/2024
Contractor Signature	SSN/Tax ID Number	Date

ECFE	Sarah Walker-Davis	5/14/24
Program	ISD Staff	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).

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

5/14/24 5/14/24

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Ryan Clark 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 12, 2024 and shall remain in effect until May 29, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will be teaching and helping Oshki-inwewin students make and learn about traditional Fry Bread.

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 $150.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ryan Clark 706 West 2nd Street #3 Duluth, MN 55806.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

[redacted] 04/30/24

Contractor Signature SSN/Tax ID Number Date

5.3.24

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/17/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Olson 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2024 and shall remain in effect until May 10, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will be face painting at the Head Start Policy Council event on May 9th at the Great Lakes Aquarium.

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.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeffery Olson 2810 W 2nd Street Duluth, MN 55806.

11. **Assignment.** The 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: 88-4369836 — Date: 5-1-24

Program Director — Date: 5.3.24

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 5/17/24

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamar Kirk 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 9, 2024 and shall remain in effect until May 9, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will set up a 360 social photo booth for the Head Start event at the Great Lakes Aquarium. The event will take place on May 9th 5:30-7:45pm.

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 $150.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jamar Kirk 205 N 29th Ave West Duluth, MN 55806.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature — [redacted] SSN/Tax ID Number — 5-6-24 Date

Program Director — 5.14.24 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 5/17/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Jeremy Wilson 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 29, 2024 and shall remain in effect until May 29, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will be bringing a drum, teaching Powwow dances, and performing for the May 29, 2024 Oshki-inwewin end-of-the-year event at Lowell Elementary.

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 $150.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeremy Wilson 111 Morley Parkway Duluth, MN 55803.

11. **Assignment.** The Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN/Tax ID Number 05.01.24 Date

Program Director 5.3.24 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

04	E	005	579	503	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/17/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 04/01/2024 and shall remain in effect until 04/01/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 5,000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jennifer Garbow, 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) Thomas Howes, 11609 Perch Lake Dr, Duluth, MN, 55808.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

	[redacted]	4/29/24
Contractor Signature	SSN/Tax ID Number	Date
Program Director		4/25/24 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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

	5/15/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

BARR SECONDARY SCHOOL
THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT ("Agreement") is made and entered into as of **May 21, 2024**, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 ("BARR Center") **ISD 709 Duluth Public Schools,** a district, with an address of **709 Portia Johnson Dr., Duluth, MN 55811** ("CLIENT").

RECITALS

A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** ("Facility" herein).

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). BARR Center shall perform the services ("Services") and provide BARR Implementation Resources ("BARR Implementation Resources") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources ("BARR Implementation Resources") through an on-demand platform (the "On Demand Platform").

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. **No Payment.** No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than $2,000,000 each occurrence and $4,000,000 annual aggregate.

ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than $1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results. CLIENT acknowledges and agrees that** BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR **Center** will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:
Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: (218) 428-7438

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Sheila Stevens, Finance Manager
Address: Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811
Email: ap.vendor@isd709.org
Phone: (218) 336-8716, ext. 1079
PO Number:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity. **Waiver.** The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not

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constitute a waiver of such term or requirement.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

23. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

24. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

DocuSigned by:
Rob Metz
8E1A05E06008468...

05/22/2024

Name: Rob Metz
Date

Title
Deputy Director- BARR Center

CLIENT

Simone Zyniel 5/22/24

Name:
Date

Title:
Executive Director of Business Services

EXHIBIT A

BARR THRIVE for Secondary Model Tier 2 Implementation Resources and Services Provided

- Coaching:
  - Two (2) on-site coaching visits with follow-up reports
  - Bi-Weekly virtual coaching calls with school's BARR Coordinator
  - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual New Team Member Training
- Annual Report
  - Annual implementation summary
  - Report on student outcomes
  - Annual survey of teacher perceptions
  - Annual survey of student perceptions
- BARR Network Membership Benefits, including:
  - BARR Coordinators' Professional Learning Community peer-sharing webinars
  - BARR Administrators' Professional Learning Community peer-sharing webinars
  - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
  - BARR Secondary Model Implementation Manual
  - I-Time Curriculum, Volumes 1-3
  - Tools including guidelines, templates, videos, agendas, rubrics, and forms
- Accreditation and School of Excellence eligibility

EXHIBIT B

Terms of Use for
On Demand Platform

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, ("Hazelden Betty Ford") to provide the On Demand Platform referenced in Section 2 of the Thrive Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based

platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

EXHIBIT C

Thrive term of liability for single school

School year: July 1, 2024– June 30, 2025

Subscription Fee Breakdown

Description of Service	Price/school
BARR Year 4+ Services	$30,000
BARR Service Delivery Fee	$5,000
Total Cost	**$35,000**

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and ERIN MUHS, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 3/1/24 and shall remain in effect until 4/27/24, 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.** Costume design - Denfeld HS *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ $100 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

_____

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN/Tax ID Number 3/1/24 Date

Program Director 4/30/24 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

____ Check if the contract will be paid using Student Activity Funds

____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/16/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Ayla Bjerke, 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 Feb and shall remain in effect until May, 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.** Assist. Director - Drama - Denfeld HS *(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 $ ~~1000~~ hourly and $ 1000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1285 62nd Ave. W Duluth MN 55807.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN/Tax ID Number 3/5/2024 Date

Program Director 3/5/2024 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/16/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of Feb, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Keely Waechter, 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 Feb 2024 and shall remain in effect until May 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.** Drama Event - Denfeld HS *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1000 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1718 E 7th St Duluth MN 55812.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature [redacted] SSN/Tax ID Number 5/3/2024 Date

Program Director 5/3/2024 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the CFO for review and approval.

This contract is funded by either:

1. The following budget (include full 18 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

_____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 5/16/24 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and ___Tom Wegren__, 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 ___5/17/2024_ and shall remain in effect until __5/18/2024__ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Piano accompanist - Congdon

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 $250.00__ 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:____A/P_____, 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) _____102 W. Lewis St, Duluth, MN 55803 .

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature _____ SSN/Tax ID Number _____ Date 5/17/24

Program Director Kathi Kuod Marshall Date 5/20/24

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	435	050	000	401	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 5/23/24

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Paul Davis	paul.davis@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
Deposit: You have made a reservation to stay for March 19, 2025 - March 21, 2025 with 125 participants. To hold your reservation we require a deposit of $1,875.00. **This contract is valid for 30 days after receipt.** **Cancellation Policy:** Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.	

By signing below, I agree to the terms listed above:

Printed Name: Simone Zunich	**Title:** Exec. Dir. Business Services	
Signed Name Simone Zunich	**Date** 5/16/24	
Billing Contact: Accounts Payable **Billing email address:** ap.vendor@isd709.org	**Billing Address:** 709 Portia Johnson Drive Duluth MN 55811	
Cardholders Name: [] same as billing contact	**Cardholders address: [] same as billing address**	
Credit Card #	**Exp Date:**	**CVV:**
If unable to pay at this time, when can we expect your deposit?		

Return to: 6282 Cranberry Rd – Finland, MN 55603 or fax to: 218-353-7762

Today's Date: May 1, 2024

No Cost Contracts Signed
May 2024

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	**Contract Source**	**Description**
University of Wisconsin-River Falls	Special Services	Student teaching opportunity for UW-River Falls student
Duluth Children's Museum	ECFE	ECFE staff will gather with pregnant and parenting teens and families weekly throughout the school year to offer ECFE information, resources and support

STUDENT AFFILIATION AGREEMENT

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-River Falls, (the "University")

1.1.2. The Facility. **Duluth Public Schools-ISD 709** (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This agreement shall become effective on ___6/1/24___and shall automatically renew on an annual basis unless terminated as provided by this agreement.

2.2. Termination. This agreement may be terminated solely by written notice, no later than one month in advance of the annual renewal, by either party to the designated agent of the other.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

FOR THE UNIVERSITY	FOR THE FACILITY
Signature of Authorized Official	Signature of Authorized Official
Muhammad R.K. Chishty, Ph.D. Printed Name	Lora Thurston Printed Name
Dean, College of Education, Business and Allied Health Title	Assistant Director Special Services Title
5/30/2024 Date	May 30, 2024 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of May, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families weekly throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

3. **Background Check.** *(applies to contractors working independent with students)*

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, on file, and will be made available for review if the District should request.

Contractor will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $0 hourly and $ 0 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

9. **Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Jaros ECFE, 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 Duluth Children's Museum, Attn: Drew Jensen 2125 W Superior St, Duluth, MN 55806.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.

16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Drew Jensen — 41-0718361 — 5/30/2024

Contractor Signature — SSN/Tax ID Number — Date

5/31/24 — 5/30/24

~~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).

XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

__x__ Check if the contract is a no-cost contract such as a Memorandum of Understanding

5/31/24

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date

Revenue Contracts Signed
May 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
Harbor City International School	$46,500.00	Child Nutrition	Vended meals for 24-25 school year

School Nutrition Programs
Agreement for Vended Meals Provided by a School Food Authority

School Year 2024-2025

This agreement is for a School Food Authority (SFA) that participates in School Nutrition Programs (SNP) to obtain reimbursable SNP meals from another SFA, which is referred to in this contract as the "Vendor". An *Agreement for Vended Meals Provided by a School Food Authority* must be completed each school year that the Vendor will provide meals to the SFA. This agreement template may not be used to obtain SNP meals from a commercial vendor.

Meal charges are based on the Vendor recouping at least the estimated costs of providing the meals or snacks. If actual costs are not available, the charge may be based on the total federal reimbursement that could be received for the meal or snack including the value of USDA Foods if applicable.

Competitive quotes are not needed when SNP meals will be obtained from another SFA. The Vendor and SFA may directly negotiate meal prices without additional, competitive quotes.

I. Purpose and Term

"School Food Authority" or "SFA" means the school food authority that will receive the meals and claim the meals for SNP reimbursements under the SFA's agreement with the Minnesota Department of Education (MDE).

"Vendor" means the school food authority that will provide the SNP meals.

This contract, between School Food Authority (SFA):

Harbor City International School

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number:

74085000000 and Vendor :

Duluth Public Schools, ISD 709

SFA's Cyber-Linked Interactive Child Nutrition System (CLiCS) Sponsor Identification Number: 1000003456

authorizes that the Vendor will provide meals, snacks or milk in accordance with this agreement and the federal regulations and policies applicable to the U.S. Department of Agriculture (USDA) Child Nutrition program(s) identified in Section II of this contract.

The contract is effective for the period of: 09/01/2024 through 06/15/2025

Vendor will provide meals to SFA site(s) listed below or on an attached list.

Site Name	Site Address	CLiCS Number (if known)
Harbor City International School	332 West Michigan Street, Duluth, MN 55802	74085000000

SFA will notify Vendor SFA with days' notice of changes to sites.

If all sites do not receive the same types of meals, describe differences between sites here:

II. Meal Requirements

A. Vendor will provide meals, snacks and/or milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 (check all programs that apply):

- [x] Lunches meeting National School Lunch Program requirements,* 7 Code of Federal Regulations (CFR) 210.
- [ ] Breakfasts meeting School Breakfast Program requirements, 7 CFR 220.
- [ ] Snacks meeting Afterschool Care Snacks requirements, 7 CFR 210.
- [ ] Milk meeting Special Milk Program requirements, 7 CFR 215 / Minnesota Kindergarten Milk Program.
- [ ] Other (describe):

B. Vendor will provide meals to SFA in the following manner:

- [ ] Unitized meals.
- [x] Bulk quantities accompanied by written instructions regarding the planned portion size for each food component.

C. Vendor will also provide (check all that apply):

- [x] Eating Utensils. – Soup Spoons
- [x] Condiments.
- [x] Paper Items. – Soup Bowls

☐ Extra Milk.

☐ Transportation Containers.

☑ Other, describe:

III. Meal Charges and Billing

A. SFA will pay the following fixed prices for meals that meet program requirements and are delivered in accordance with the agreement. The fixed prices are the total amount due from SFA for each meal type; Vendor will not charge other fees, or request reimbursement of any costs, in addition to the fixed meal prices.

Meal charges are based on the use of all commercial foods. Meal prices have *not* been reduced to reflect the value of SFA's USDA Foods. SFA will receive credit for its USDA Foods entitlement value as described in Section V.

Breakfast $

Snack $

Lunch $ 4.43

Meals (check one): ☑ include milk ☐ do not include milk

If applicable, describe other charges such as for extra milk, adult meals, and adjustments to meals to accommodate special dietary needs:
Price increase justification: Milk was not included in last years price, but is being taken daily.
Our main supplier bid with a 10 % increase. Currently only supplying spoons and soup bowls in reference to eating utensils and paper items. Addidtional charges would apply if more items are needed.

Vendor SFA will bill SFA as described (include frequency of billing):
The Duluth School District will bill Harbor City International School on a monthly basis for meals.

NOTE: Neither the Minnesota Department of Education (MDE) nor USDA assumes any liability for meal payments.

IV. Substitutions and Modifications for Medical or Special Dietary Needs

Vendor will substitute or modify food or beverage items as requested by SFA for students with medical or special dietary needs as specified by SFA. SFA is responsible to obtain and maintain any documentation required for SFA to claim program reimbursements.

If Vendor incurs additional costs for substitutions specified by SFA that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither SFA nor Vendor may charge any additional amounts to students who qualify for substitutions.

A. Substitutions or Modifications for Students with Disability – Federal Requirement

Vendor will provide substitutions or modifications to meals, as specified by SFA, for students with a disability that restricts their diet so that they are unable to consume the regular program meals. SFA is responsible to obtain the *Special Diet Statement* for the student that is required for SFA to claim program reimbursement for the meals.

B. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement

Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 for lactose-intolerant students whose parents have submitted written requests: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. SFA is responsible to maintain the written requests on file.

C. Meal Substitutions for Students without Disability (Optional)

☐ If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions that are within the meal pattern on a case-by-case basis for *students who do not have a disability* but who have special dietary needs. SFA will specify the required substitutions to Vendor.

D. Non-Dairy Fluid Milk Substitutes (Optional)

☐ If this box is checked, SFA has established a policy as allowed by School Nutrition Programs to offer one or more *non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk* to students with a medical or other special dietary need. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. SFA will maintain the written requests that are required to claim program reimbursement for non-dairy fluid milk substitutes.

V. USDA Foods

SFA's USDA Foods entitlement value for the school year is $. SFA will permit MDE to transfer SFA's entitlement value for the school year to Vendor. Vendor will credit SFA for SFA's USDA Foods based on SFA's entitlement value.

Vendor will provide credits for USDA Foods to SFA at this frequency (check one):

☐ On the monthly invoice, in the set monthly credit amount based on SFA's entitlement value shown above divided by SFA's number of operating months.

SFA's number of operating months:

Monthly credit that will be provided by Vendor (total entitlement divided by the number of operating months): $

☐ Other frequency

☐ At the end of the contract year.

VI. Ordering and Delivering

A. SFA or sites will notify Vendor in advance of the number of meals needed.

Vendor will use an organized system for receiving orders for delivery adjustments; documenting orders for delivery adjustments; adjusting production levels, if necessary; ensuring that delivery receipts are changed to reflect adjusted meal orders; and ensuring that adjusted meal orders for each site are correctly packaged and loaded for delivery.

Indicate deadline(s) for SFA or sites to send meal orders (such as by a set time on the previous day or the same day of the meal service) and how notice will be provided, by e-mail, telephone or in person. Indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites. Describe here, or reference here to attached information:

B. Vendor will deliver meals as described. Include time(s) for each site.

(For each meal service, indicate time that meal will be delivered or picked up by SFA. If more than one site, indicate for each site.) Describe here, or reference here to attached information:
SFA will phone in meal count the day prior by 2:00 PM.and pick up meals from Production School at agreed upon time. Variety of fruits & vegetables are at the discretion of the Vendor and change with season.

C. Responsibility for transport containers:

(Indicate whether Vendor or SFA will be responsible for cleaning transport containers and, if applicable, schedule for Vendor to pick up or SFA/Site to return transport containers. If more than one site, indicate any differences between sites.)

Describe here, or reference here to attached information: SFA cleans the transport containers.

D. Other:
Pans sent with food will be returned clean the next day.

VII. Recordkeeping and Availability of Records

A. Vendor agrees to maintain full and accurate records, which are required for SFA to claim reimbursements through School Nutrition Programs. Required records include: 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.

B. Vendor and SFA agree that books and records pertaining to Vendor SFA's food service fund will be made available to SFA upon request and agrees to retain all records for inspection and audit by representatives of

SFA, MDE, USDA, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after the final payment for the contract, except that in circumstances where audit findings have not been resolved the records must be retained beyond the three-year period until resolution of the audit.

VIII. Health and Sanitation

A. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.

B. SFA will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. SFA Control of Food Service

SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies.

SFA will:

A. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from MDE.

B. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.

C. Ensure that the food service operation is in conformance with SFA's agreement with MDE to participate in SNP.

D. Maintain all applicable health certifications for SFA site(s).

E. Monitor vended meals to ensure the food service is in conformance with program regulations.

X. Termination

Either party may terminate this contract for cause by notice in writing as described:

(The number of days required for notice of termination, not to exceed 60 days, must be stated.)

The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

XI. Additional Provisions at Option of SFA and Vendor

Describe additional provisions here, or reference here to additional attached nonfinancial provisions:

Agreement for Vended Meals Provided by a School Food Authority

Signatures

SFA Name: Harbor City International School

Authorized Representative:

Title:

Signature of Authorized Representative:

Date:

Vendor Name: Duluth Public Schools, ISD 709

Authorized Representative: Simone Zunich

Title: Director of Finance

Signature of Authorized Representative: Simone Zunich

Date: 5/23/24