

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 20, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Call to Order	
2. Roll Call	
3. Pledge of Allegiance	
4. Approval of the Agenda	
5. School and Community Recognition	2
6. Report of the Superintendent	
A. Reports from Student School Board Representatives	3
B. Superintendent's Report	4
C. Schedule of Meetings and Events	27
7. Report of Standing Committees	
A. Committee of the Whole	
1) Monthly Committee of the Whole (<i>August 15, 2024</i>)	28
B. Human Resources/Business Services Committee (<i>August 12, 2024</i>)	178
C. Policy Committee (<i>August 15, 2024</i>)	332
8. General Board Committee Updates	
9. Consent Agenda	378
10. Resolutions from Committee Reports	
A. B-8-24-4052 - Acceptance of Donations to Duluth Public Schools	847
11. Special Resolutions and Action Items	
A. HR-8-24-4053 Education Minnesota Clerical Local 692-A Collective Bargaining Agreement 2023-2025	848
B. HR-8-24-4054 Education Minnesota Clerical Local 692-A Collective Bargaining Agreement 2025-2027	871
12. Questions / Other	
13. Adjournment	

Dear School Board members,

Tonight I am excited to recognize one of our many amazing students at Denfeld High School, Reagan Kern.

Reagan, a senior at Denfeld High School, was recently honored with the Triple Threat Award from the Hennepin Theatre Trust Spotlight Education program.

This is an accomplishment that highlights her exceptional talent and dedication in the performing arts, which shined in our most watched, most liked and most shared referendum video last school year.

Only four students earned the Triple Threat Award from Minnesota, and she's the only one from outside the metro.

The "Triple Threat" is a well-known term in the performing arts world, referring to a performer who can masterfully sing, dance, and act.

Reagan has demonstrated an impressive commitment to all three disciplines, making her a shining example of what it means to be a true "Triple Threat."

We couldn't be prouder of her hard work and dedication.

As a recipient of this esteemed award, Reagan earned a trip to New York City to learn from top industry professionals.

Congratulations Reagan! We can't wait to see you in Denfeld's next theater production!

Sincerely,
Anthony Bonds
Assistant Superintendent

- Student Government held overnight camping retreat last month to start planning assemblies, spirit weeks, and dances for Welcome Back and Homecoming weeks
- Fall Sports began August 12th.
 - The East football team has a new head coach who formerly coached at the collegiate level. Players are excited for this season and the direction their coach is taking them.
- Tomorrow (August 21st) is Jumpstart, the back-to-school event where all grades can relieve their class schedules and take their school picture. There's a club fair from 1-5pm for students to learn about various activities that East offers
- Next Wednesday (August 28th) is orientation for incoming 9th grade students. There they will meet their yearlong mentors from the group East calls "Houndpack". This group is made up of many juniors and seniors who undergo a training session to learn how to set freshmen up for a successful high school experience

www.ISD709.org

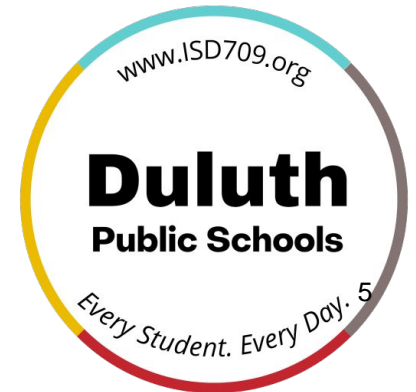
Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

August 20, 2024



OUR MISSION

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

OUR VISION

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

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



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

Equity



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

Collaboration



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

Belonging



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

Topics

- Student Reports
- Unity in Our Community
- Leadership Updates
- Back-to-School Updates
- Other

Unity in Our Community

- We held our third annual Unity in Our Community event last night at Bayfront Park from 4 to 7 PM and nearly 80 partners and vendors participated!
- Our East High School Culinary Arts program ran the grills, serving up thousands of hamburgers and hotdogs for community members.
- Thousands of students received backpacks and school supplies donated by Costco, Aspirus and Neighborhood Youth Services, Inc.
- Hundreds of students received free haircuts and styling services.
- Over 5,000 brand new clothing items were donated by Maurice's.





Leadership Updates

- We facilitated multiple leadership training opportunities, including:
 - Duluth Leadership Team on August 13th
 - Principal + on August 14th
 - Elementary/Secondary Instructional Leadership Teams on August 15th
- Today, we held our new employee orientations for new certified and non-certified employees. Tomorrow, we will be holding a training for new special education employees.
- On Thursday, we will be holding our next board work session.
- Next week, our staff members return for professional development and to make final preparations for their students and families!

2024-25 Learning Leadership Teams and Structures



Supporting Every Student - Academic

Core/Tier 1 Instruction

- The What: Teacher Clarity
 - Analyzing standards
 - Communicating Learning Intentions
 - Identifying Success Criteria
 - Sharing Relevancy
 - Using Assessment Results
 - Culturally Responsive Instruction

Professional Learning Communities (PLCs)

- The How: District influenced PLCs (D-PLC) and Site PLCs (S-PLC)
 - Principal led guidance at sites
 - Connection to CITs for oversight of work
 - PLC Handbook and Expectations



Supporting Every Student - Academic

Literacy / READ Act

- The What: Science of Reading and Literacy in all content areas
 - LETRS training
 - Phase I; Year 2
 - UFLI K-2
 - Functional Phonics and Morphology 3-5



Continuous Improvement Teams (CITs)

- The How: School Improvement Plans
 - Literacy goal alignment
 - District
 - Site
 - Department
 - Individual Teacher
 - Oversight of the work of PLCs



Supporting Every Student - Social Emotional Behavior (SEB)

Focus on developing safe and impactful learning environments through implementation, monitoring, and supporting Positive Behavior Interventions and Supports (PBIS) and Multi-Tiered Systems and Support (MTSS) strategies.

The top three action items are:



- A. Support site attendance teams to develop and implement tiered supports and preventative strategies to address attendance concerns
- B. Organize, plan, and support Social Emotional Learning curriculum across tiered supports based on developmental needs of each building
- C. Assurance of PBIS implementation and fidelity at building levels



Supporting Every Student - Family and Community Engagement

Our focus this year is centered around attendance and informing our stakeholders (parents, families, and community partners) through education, teaching, and conversation about the importance of regular school attendance.

The top three action items are:

- A. Building and strengthening family and school relationships.
- B. Creating an engaging point of focus for families and students knowing and understanding the school's attendance policy.
- C. Crafting welcoming environments for staff and families to have discussions and work on establishing regular attendance conversations and check-ins.



Advancing Equity - Addressing Implicit Bias

This year, all staff will be trained on a district developed Implicit Bias training on October 14th, with continuing learning opportunities throughout the school year

The top three action items are:

- A. Implicit bias training developed and offered to all staff as part of the district-wide professional development program
- B. Work with principals, site leaders and CIT teams to ensure implicit bias professional development is a part of and aligned with site based professional development activities
- C. Develop and offer continuing learning opportunities around implicit bias for all staff groups throughout the 24/25 school year



Improving Systems - Strategic Allocation of Resources

Program Initiatives

- Identify programs for district review that need financial support to move forward.
- Review and evaluate guidelines and options for site and program support. Make all proposed or ongoing programs or staffing sustainable or create specific timelines.
- Inventory internal and external controls. Work with Assistant Superintendent and Directors of TLE.



Improving Systems - Transportation and Child Nutrition

Transportation

- Improve process and communication
- Process map and incorporate weekly staffing meeting to implement new software
- Work with Transportation Manager

Child Nutrition

- Improve checkout processing
- Purchase and implement new register software



Health, Safety & Environment

Health & Safety

- Roll out I Love U Guys updates to emergency procedures (replacing ALICE)
- Updating Health & Safety Documents
- Create new-hire onboarding training
- Move from reactive to proactive safety

Environment

- Create baseline for showing environmental protection improvements



Back-to-School Updates

Gemini Artificial Intelligence (AI) Rollout

General Rollout: August 26th

Overview: [What to look for](#)

AI Draft Regulation: [524.1R - ARTIFICIAL INTELLIGENCE \(AI\) TOOL USE FOR STAFF](#)



Transportation Update

Transportation Systems Upgrade

- Complete rollover of new transportation software
- Align routes to maximize efficiency
- Improve communication systems
- Software system communicates with Infinite Campus in a nightly import



Child Nutrition Update



Child Nutrition Systems Upgrade

- Complete rollover of new food service software
- New POS (Point of Sale) terminals being installed at sites
- Software upgrade communicates with Infinite Campus



Questions



Schedule of Meetings and Events

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

[Listening Session Guidelines](#)

The Schedule of Meetings and Events is Subject to Change.

Week of August 19 - August 23, 2024

Monday	August 19, 2024	4:00 p.m. - 7:00 p.m.	Unity In Our Community Bayfront Festival Park 350 Harbor Dr.
Tuesday	August 20, 2024	5:30 p.m. - 6:15 p.m.	School Board Listening Session
Tuesday	August 20, 2024	6:30 p.m.	Regular School Board Meeting*
Wednesday	August 21, 2024	5:00 p.m.	American Indian Parent Advisory Committee Denfeld High School 401 N 44th Ave W
Wednesday	August 21, 2024	7:00 p.m.	Johnson O'Malley Meeting Denfeld High School 401 N 44th Ave W
Thursday	August 22, 2024	4:00 p.m.	School Board Work Session

Week of August 26 - August 30, 2024

None

Week of September 2 - September 6, 2024

Thursday	September 5, 2024	3:30 p.m.	Policy Committee
Thursday	September 5, 2024	4:30 p.m.	Monthly Committee of the Whole

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

**Office of the Superintendent
 August 16, 2024**

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, August 15, 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. Strategic Plan Alignment

1) Improving Systems

a. **HSE Radon Testing Results**

2

b. **Facilities Usage**

18

c. **Before And After Facilities Projects**

28

d. **School Resource Officers (SRO) Update**

55

e. **Strategic Plan Progress Monitoring Calendar Update**

147

2) Supporting Every Student

a. **2024-2025 Planning Highlights**

148

B. Budget Update

1) **Business Services Update for 2024-2025 School Year**

149

C. Other

1) Summary of Superintendent Magas' Evaluation

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: 8/15/2024

Topic: School Radon Testing Results

Presenter(s): Lexie Neff

Attachment (yes): Slideshow

Brief Summary of Presentation or Topic (no more than a few sentences): This presentation is informational only, about the radon testing results completed last school year. All schools were tested and all test results passed.

This Requires School Board Approval Yes No (informational only)

Radon Testing 2024

Presented by Lexie Neff, CSP

ISD 709 Health, Safety, and Environmental Coordinator

What is Radon?

Radon is an odorless, colorless, tasteless gas that is naturally occurring.

Radon is created when uranium in rocks breaks down.

Radon is radioactive

Why Do We Care About Radon?

The radioactive radon gas is inhaled and can cause lung cancer if there is prolonged exposure.

Radon exposure is the second leading cause of lung cancer (behind smoking).

Not everyone exposed to radon will develop lung cancer. There are a number of factors that determine the health risk, including individual differences, exposure dose, and exposure time.

The highest chance for exposure is at home, but school is the second highest chance for exposure for school age children.

Radon Testing Procedures

Schools are not required to test for radon, but the Minnesota Department of Health (MDH) encourages testing.

Districts that choose to test must follow the MDH “Radon Testing Plan” with testing conducted by licensed individuals.

ISD 709 tests for radon every 5 years.

IEA, Inc was hired to perform radon testing in FY24.

Results are required to be presented to the school board and to MDH.

MDH Radon Result Requirements

RESULTS (pCi/L)	RECOMMENDED ACTION
LESS THAN 4	Re-test after changes to foundation or HVAC and every 5 years
GREATER THAN 4	Conduct CRM short-term testing during winter months
LESS THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Repeat CRM testing if not conducted during winter or if conducted during abnormal ventilation. Otherwise consider re-testing after changes to foundation or HVAC and every 5 years
GREATER THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Reduce radon in rooms to less than 4 through radon mitigation. Conduct CRM testing to verify radon reduction.

CRM: Continuous Radon Monitor

Pico = 0.000 000 000 001

2024 Radon Testing Results

All schools had passing radon testing results below the MDH action level of 4.0 pCi/L (picocuries per liter) (Pico = 0.000 000 000 001)

The initial round of short-term testing showed two rooms that needed follow up continuous radon monitoring (CRM) testing. The follow up testing was well below the 4.0 pCi/L action level.

Congdon Park Elementary rm 126B (small staff workroom) - CRM 1.2 pCi/L

Lincoln Park Middle School rm 1532 (small calming room) - CRM 2.4 pCi/L

Building Specific Testing Results

Congdon Park Elementary School

Short-Term Monitoring

TABLE 11: CONGDON PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	40	5	0	1 ¹
¹ Room 126B – 5.0 pCi/L				

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 0.2	² 5.1	¹ 1.7	² 5.9	¹ 1.2	² 5.5
126B						
¹ Readings during occupied times: 7 a.m. to 5 p.m. ² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.						

Building Specific Testing Results (Continued)

Lincoln Park Middle School

Short-Term Monitoring

TABLE 8: LINCOLN PARK MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	81	9	0	1 ¹
¹ Room 1532 – 4.1 pCi/L				

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 2.0	² 6.5	¹ 2.9	² 6.5	¹ 2.4	² 6.5
1532						
¹ Readings during occupied times: 7 a.m. to 5 p.m. ² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.						

Building Specific Testing Results (Continued)

Denfeld High School

TABLE 2: DENFELD HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	123	1	0	0 ¹
¹ All below action level				

East High School

TABLE 14: DULUTH EAST HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	126	0	0	0 ¹
¹ All below action level				38

Building Specific Testing Results (Continued)

Ordean East Middle School

TABLE 5: ORDEAN EAST MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	1	0	0 ¹
¹ All below action level				

Rockridge Academy

TABLE 7: ROCKRIDGE ACADEMY RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	50	1	0	0 ¹
¹ All below action level				39

Building Specific Testing Results (Continued)

Homecroft Elementary School

TABLE 9: HOMECROFT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	35	0	1	0 ¹
¹ All below action level				

Lakewood Elementary School

TABLE 3: LAKEWOOD ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	38	0	0	0 ¹
¹ All below action level				40

Building Specific Testing Results (Continued)

Laura MacArthur Elementary School

TABLE 1: LAURA MACARTHUR ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	55	0	0	0 ¹
¹ All below action level				

Lester Park Elementary School

TABLE 10: LESTER PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	45	0	0	0 ¹
¹ All below action level				44

Building Specific Testing Results (Continued)

Lowell Elementary School

TABLE 4: LOWELL ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	0	0	0 ¹
¹ All below action level				

Myers-Wilkins Elementary School

TABLE 6: MYERS-WILKINS ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	41	0	0	0 ¹
¹ All below action level				48

Building Specific Testing Results (Continued)

Piedmont Elementary School

TABLE 12: PIEDMONT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	57	0	0	0 ¹
¹ All below action level				

Stowe Elementary School

TABLE 13: STOWE ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	63	0	0	0 ¹
¹ All below action level				48

Thank you!

COW Agenda Cover Sheet

Meeting Date: 8/15/2024

Topic: Facility Use Fees

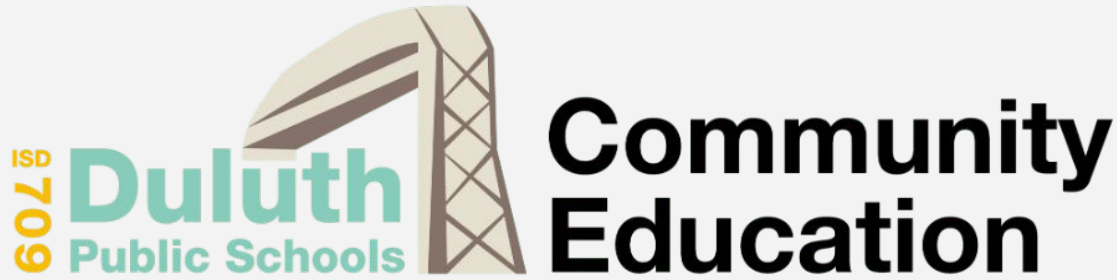
Presenter(s): Danielle Sondag and Jeremy
Rupp

Attachment (yes): Yes, printed PowerPoint.

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

This Requires School Board Approval Yes No

Returning to a tabled conversation about implementing new facility fees and the system we will be using going forward after approval from the board.



Building bridges through lifelong learning

Facility Use Fee Implementation Plan

For school board approval

Facility Use Fee Objective

Designed carefully so that the district's maintenance and operations are being supported financially, while making sure the costs are not prohibitive for community users.

- Fees have been updated to reflect the change in priority classifications for community and district groups.
- The fee schedule has also been expanded to better include all the space options available, including the division of secondary and elementary schools.

Considerations for an Equitable System

- All community groups will be subject to fees.
- Community youth organizations have been reclassified as Class II receiving the lowest fees and higher priority to other community groups.
- A Fee Waiver has been developed for groups unable to afford the fees. A group can fill out an application and submit it to the Facility Use Coordinator who will grant the exemption in full or at a discounted rate.
- For groups with considerable use, discounts will be given to relieve the burden of extensive costs.

Facility Use Fee Exemption

Application

- Groups will provide reason for exemption with supporting information like fees charged to participants and budget restrictions.
- Acceptable Reasons for Fee Exemption or Discount:
 - Not charging participants an activity fee
 - Groups are operating at a budget of less than \$25 per participant
 - Budget cannot accommodate a facility fee due to being set prior to facility fee implementation (Only applicable for the 2024-2025 school year)

Considerable Use Discounts

- 100+ hours reserved space, 15% discount
- 500+ hours reserved space, 25% discount
- Over 1000+ hours reserved space, 50% discount

*Does not apply to staffing fees, only the facility fees

Examples from School Year 23-24

East Basketball Association - 648 hours of use

418 hours at secondary schools, 230 hours at elementary schools

With proposed rates, that would amount to \$7,420 of fees. Based on the proposed discount, that would be brought down to \$5,565.

Rookie Basketball - 287.75 hours of use

82 hours at secondary schools, 205.75 at elementary schools

With proposed rates, that would amount to \$2,258.75 of fees. Based on the proposed discount, that would be brought down to \$1,919.94.

Facility Use Fee Schedule



	Priority Classifications			
	CLASS I	CLASS II	CLASS III	CLASS IV
	District Use	Duluth Youth Organizations, Governmental, Municipally, Local Colleges and Universities	Tournaments, Non-Profits, Non-Duluth Youth Organizations	Commercial Groups
Elementary School Spaces	No Charge			
Cafeteria		\$5.00	\$15.00	\$25.00
Classroom		\$5.00	\$10.00	\$20.00
Special Use Classroom (Art, Music, Fitness)		\$5.00	\$15.00	\$30.00
Field		\$0.00	\$0.00	\$50.00
Gym		\$5.00	\$15.00	\$30.00
Media Center		\$5.00	\$15.00	\$25.00
Kitchen*		\$20.00	\$30.00	\$50.00
Parking Lot		\$0.00	\$0.00	\$50.00
Playground		\$0.00	\$0.00	\$50.00
Secondary School Spaces	No Charge			
Cafeteria/Commons		\$10.00	\$20.00	\$30.00
Classroom		\$5.00	\$10.00	\$20.00
Special Use Classroom (Art, Music, Fitness)		\$5.00	\$15.00	\$30.00
Gym		\$15.00	\$30.00	\$75.00
Locker Rooms		\$5.00	\$15.00	\$30.00
Media Center		\$5.00	\$15.00	\$25.00
Kitchen*		\$20.00	\$30.00	\$50.00
Parking Lot		\$0.00	\$0.00	\$50.00

Stadiums* (Marv Heikkinen Field at Denfeld HS, Ordean Stadium at East HS)	No Charge			
Full Use Stadium		\$150.00	\$150.00	\$175.00
Only Field Use		\$35.00	\$35.00	\$70.00
<i>Scoreboard</i>		\$25.00 / day		
<i>Lights</i>		\$25.00 / day		
<i>Sound System</i>		\$25.00 / day		
<i>Team Rooms</i>		\$25.00 / day		
<i>Washrooms</i>		\$50.00 / day		
		\$50.00 / day		
Fields*	No Charge			
OEMS and LPMS Turf		\$20.00	\$35.00	\$50
Laura MacArthur Tennis Courts		\$10.00	\$15.00	\$35
Duluth East HS Baseball Field		\$50.00	\$50.00	\$70.00
		Summer Season Rental: \$750		
Auditoriums*	No Charge			
Denfeld HS		\$15.00	\$120.00	\$300.00
East HS		\$15.00	\$115.00	\$280.00
Ordean MS		\$15.00	\$60.00	\$150.00
Lincoln Park MS		\$15.00	\$60.00	\$150.00
<i>Microphones</i>		\$20.00 / day		
<i>Spot lights</i>		\$30.00		
<i>Organ</i>		\$60.00		
<i>Computer Projector</i>		\$20.00 / day		
<i>Orchestra Shell</i>		\$100 / day		
<i>Choral Risers</i>		\$50.00 / day		
<i>Grand Piano</i>		\$150 / day (included tuning)		
Pools*	No Charge			
OEMS and LPMS		\$25.00	\$50.00	\$75.00
<i>Scoring Table and Clock - Flat Rate</i>		\$10.00	\$20.00	\$35.00

Personnel Fees		
	Mon - Sat	Sundays/ Holidays
Custodial Services	\$45.00	\$55.00
Food Services	\$25.00	\$30.00
Computer Tech	\$25.00	\$30.00
Auditorium Site Manager	\$35.00	\$45.00
Auditorium Tech	\$50.00	\$60.00
Stage Hand	\$20.00	\$30.00
Lifeguard	\$15.00	\$20.00
Gate Attendant (multi-purpose fields)	\$50.00 flat	\$50.00 flat
Site Manager (other than auditorium and baseball field)	\$25.00	\$35.00
Baseball Field Site Manager (site management and field maintenance)	\$75.00 per game	
Electrician (if needed/auditorium)	\$300.00 flat	\$360.00 flat

For a full description of all procedures and requirements, see the Facility Use Guide.

Facility Use Fee Waiver

Our district is committed to ensuring equal access for all community groups, regardless of financial constraints. Therefore, we offer a fee waiver program for groups who are unable to pay the standard facility use fees. To apply for the fee waiver, groups must submit the fee waiver found on our Facility Use website outlining their financial need and the purpose of their facility use. We believe that every group deserves the opportunity to access our facility and contribute to the vibrancy of our community. By offering this fee waiver program, we hope to create a more inclusive and supportive environment for all.

Questions can be sent to facilitiesrequest@isd709.org.

Facility Use Exemption Waiver Application

Name of Organization/Applicant: _____

Contact Person: _____

Phone: _____ Email: _____

Address: _____

Facility Information:

Name of Facility Requested: _____

Space Requested (i.e. Gym, Classroom, Cafeteria): _____

Purpose of Facility Use:

Date(s) Requested: _____ Time(s) Requested: _____

Description of Event/Activity - Briefly describe the event or activity for which you are requesting the facility.

Reason for Exemption - Explain why you are seeking an exemption from any fees or requirements for facility use. Include any relevant policies or regulations that support your request. Also include any fees charged to participants and how those funds are used.

How will this event/activity benefit the community or the facility? Describe the positive impact or benefits this event/activity will bring to the community or the facility.

Acknowledgment and Agreement:

By signing this application, I acknowledge that:

- The information provided is accurate to the best of my knowledge.
- I understand that approval of this waiver is at the discretion of facility management.
- I agree to comply with all applicable policies and regulations during the event/activity.

Signature: _____ Date: _____

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: Before and After Facilities Projects

Presenter(s): Bryan Brown

Attachment (yes): Yes

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

Update of Facility Projects going on District Wide

This Requires School Board Approval Yes No

DULUTH PUBLIC SCHOOLS
Before and After Facilities Projects

Lester Park - Sidewalk Before



Lester Park - Sidewalk After



Myers Wilkins - Curb and Drainage Before



Myers Wilkins - Curb and Drainage After



Ordean East - Sidewalk Before



Ordean East - Sidewalk After



Ordean East - Sidewalk and Entrance After



Rockridge - Sidewalk Before



Rockridge - Sidewalk After



Stowe - Front Entrance and Sidewalk Before



Stowe - Front Entrance and Sidewalk Before



Stowe - Front Entrance and Sidewalk After



Stowe - Front Entrance and Sidewalk After



Laura Mac - Carpeting in classroom Before



Laura Mac - Carpeting in classroom After



Laura Mac - Flooring in classroom After



Homecroft - Parking Lot Before



Homecroft - Parking Lot Before



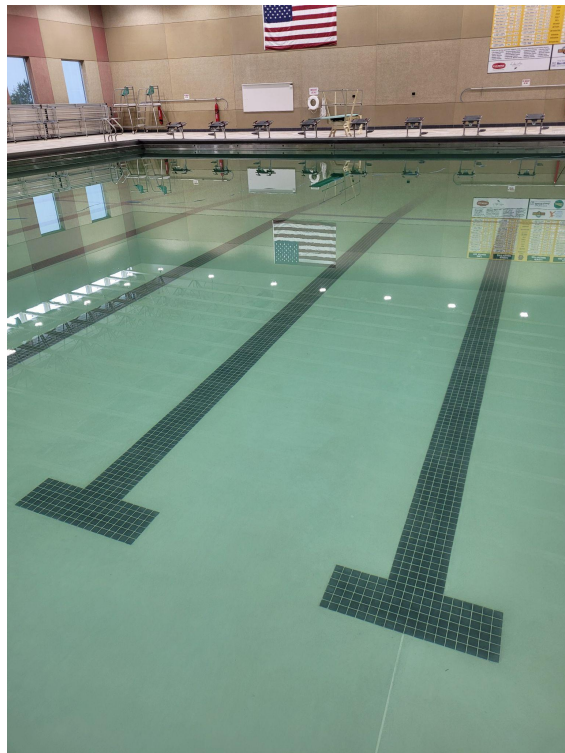
Homecroft - Parking Lot in Progress



Homecroft - Parking Lot in Progress



Lincoln Park - Pool Before



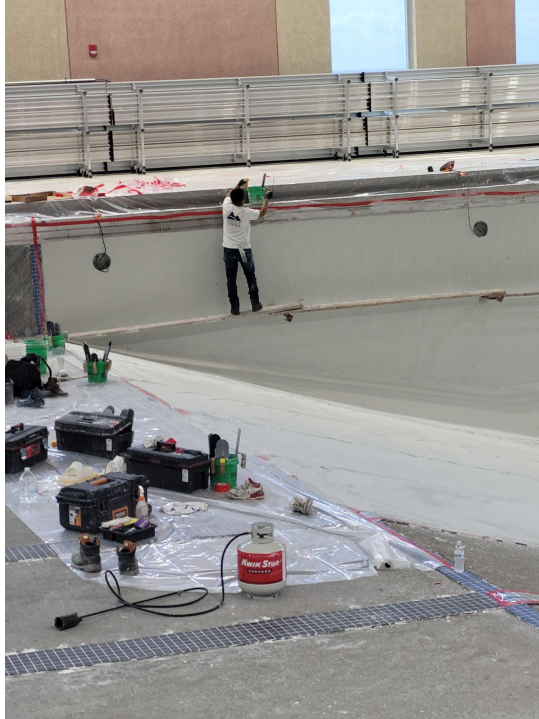
Lincoln Park - Pool in Progress



Lincoln Park - Pool in Progress



Lincoln Park - Pool in Progress



Lincoln Park - Pool Filters



COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: SRO Update

Presenter(s): Assistant Superintendent Anthony Bonds

Attachment (yes): Yes

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

This will be an update on the SRO Survey Data and Program Overview

This Requires School Board Approval Yes No

2024 School Resource Officer Survey

The School Resource Officer Survey was sent to students at Ordean East Middle School, Lincoln Park Middle School, East High School and Denfeld High School. Each school was given a window of time to offer students time to fill out the survey, which students were able to take on a voluntary basis.

It was also sent to parents/guardians from these four schools as well. Multiple reminders were sent to students and families and they were asked to fill out the survey even if they didn't know their school resource officer or haven't had contact with them.

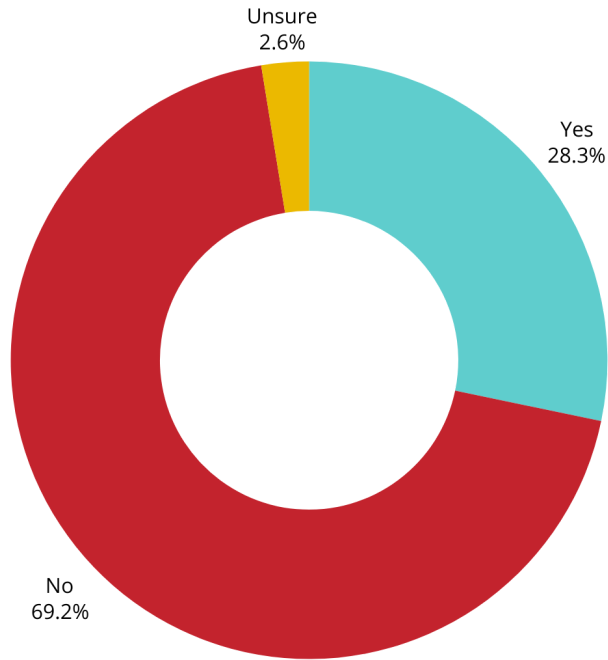
Responses and Demographics:

- **1,548 total responses**
- **468 Family Responses**
 - **By School**
 - 75 with a student at Denfeld (14%)
 - 222 with a student at East (41%)
 - 67 with a student at Lincoln Park (13%)
 - 172 with a student at Ordean East (32%)
 - **By Grade**
 - 105 with a student in 6th grade
 - 64 with a student in 7th grade
 - 95 with a student in 8th grade
 - 90 with a student in 9th grade
 - 105 with a student in 10th grade
 - 85 with a student in 11th grade
 - 73 with a student in 12th grade
 - **By Race/Ethnicity**
 - 2 identify as American Indian or Alaskan Native (0.43%)
 - 6 identify as Asian (1.28%)
 - 10 identify as Black (2.14%)
 - 6 identify as Hispanic or Lantino/a (1.28%)
 - 19 identify as Two or More Races (4.06%)
 - 341 identify as White (72.86%)
 - 80 Preferred Not to Answer (17.09%)
 - 4 identify as other (0.86%)
 - **By Gender**
 - 249 identify as Female
 - 159 identify as Male
 - 2 identify as Non-Binary
 - 1 identify as Other
 - 57 Preferred Not to Answer
- **1,080 Student Responses**
 - **By School**
 - 191 from Denfeld (17.7%)
 - 79 from East (7.4%)

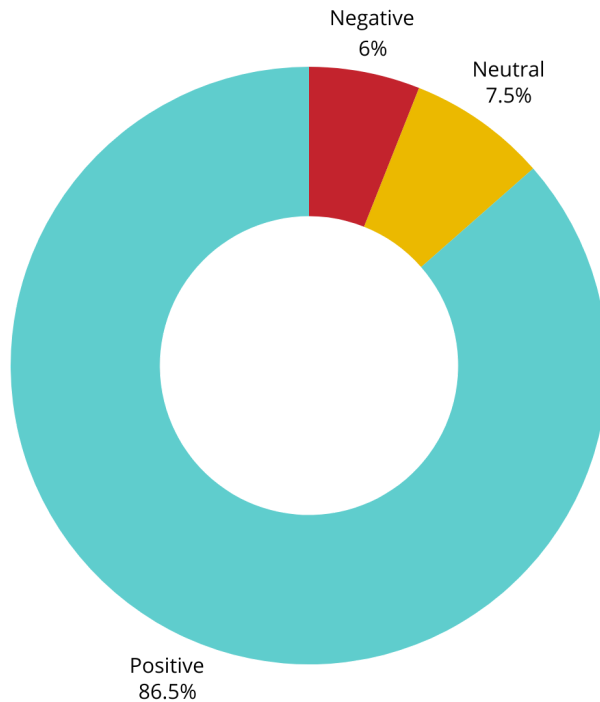
- 159 from Lincoln Park (14.7%)
 - 650 from Ordean East (60.2%)
- **By Grade**
 - 401 in 6th Grade
 - 231 in 7th Grade
 - 175 in 8th Grade
 - 68 in 9th Grade
 - 84 in 10th Grade
 - 61 in 11th Grade
 - 60 in 12th Grade
- **By Race/Ethnicity**
 - 30 identify as American Indian or Alaskan Native (2.8%)
 - 26 identify as Asian (2.4%)
 - 33 identify as Black (3%)
 - 11 identify as Hispanic or Lantino/a (1%)
 - 5 identify as Native Hawaiian or Other Pacific Islander (0.5%)
 - 74 identify as Two or More Races (6.9%)
 - 803 identify as White (74.4%)
 - 86 Preferred Not to Answer (8%)
 - 12 identify as other (1%)
- **By Gender**
 - 522 identify as Female
 - 468 identify as Male
 - 27 identify as Non-Binary
 - 15 identify as Other
 - 48 Preferred Not to Answer

Family Responses

Have you ever had an interaction with the school resource officer at your child's school?



How did you view the interaction?



Comments:

Although I have not had to interact with one because of my child's situation, I see their presence at events such as the start of school orientations and a while ago, I went to a presentation about cell phones that the officer gave.

Always kind and friendly. Very approachable.

Awesome job!

Family orientated, firm but fair

Falsely accused my son of a crime

Great guys! Huge resource.

Have had good conversations with them at school events, sporting events, etc.

Haven't had the need. But definitely want them there!

He helped us find where we were supposed to go and seemed very friendly

He lied multiple times to my family and was rude in tone and mannerisms.

He was egotistical and threatening.

He was great

He was great. Seemed to have a great rapport with the kids

He was very helpful and supportive while talking to me. He was an asset and I respect him.

I am a teacher and have had my children in my classroom. I see the SROs as a vital part of our school systems.

I attempted to contact this officer but received no reply.

I don't feel he took the issue seriously

I have known Officer Stauber for many years, and know he has a good relationship with many students.

I have never seen one at my kids' school.

I have occasionally seen the SRO in the am greeting kids, and I know both of my kids know who he is.

I know the SRO personally, and have nothing but positive things to say about him and the program.

I met him at the back to school open house.

I support officers in the school and believe their presence is a plus

I think the resource officer has just the right level of communications. Friendly enough to feel comfortable with a conversation, yet postured in a way, as if to say, I have important duties.

It was completely and totally a negative experience. Officer _____ was rude, careless and disrespectful in his treatment of my son. He did not listen to my thoughts, concerns or issues.

It was just a friendly conversation.

Just to say Hello and thank Him for his service.

Mostly positive; I think the school adults in charge of my daughter's IEP (reading) believe in her and hold her accountable. There could be more frequent communication regarding behaviors/achievements/areas in need of attention, but I'm working on opening those channels and good things take time.

My autistic child eloped from school and when I reached out for the school resource officers help he did not offer any and didn't seem to care at all

My child has commented on how positive her interactions are with Officer Hanna as well.

My child will be a incoming 6th grader.

My daughter is full-time PSEO at UMD. She's not at Denfeld very often.

My daughter's airpods were stolen and they were able to help her get them back. They give my daughter a piece of mind in these uncertain times.

My student has told me about her positive interactions with the SRO

Never talked to the person. My kid said he just is there and is present....shoud do more light interaction, engage lightly..

Officer _____ has yet to do anything about the assaults and bullying brought to his attention by my children and us

Officer Stauber is friendly and cares about the students.

Officer Stauber is great!

Officer Stauber is such a positive asset to East High School. He cares about the students and their well being. He's a wonderful teacher and source of security for them. We are very grateful he is there!!

Officer Stauber visited with me while I was volunteering and it was a very positive interaction.

Officer was greeting families at an Open House

Only positive interactions with the resource officer at school functions. He was working at night and long after school hours.

Smiles, greets kids and parents at door, makes himself available and kids seem to respect him and like his presence

The officer was very helpful and remained very calm

They have done an amazing job!

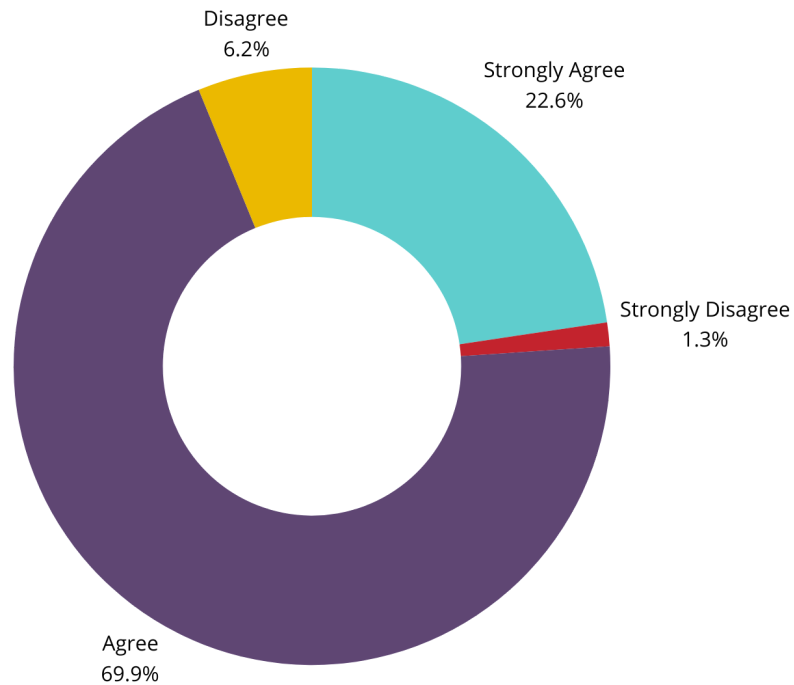
They were professional and I was happy to see Dad protective measures were in place.

Very friendly and supportive of my son and his school work. Has brought him out of his shell and had a very positive influence on him. I am very thankful for officer Hannah

Very positive interaction. Extremely professional individual

Very professional and approachable. Made me feel they truly have the safety and well being of my child at heart.

I feel my child's school is generally safe



Comments:

As long as there are armed adults to discourage active shooters.

Bathrooms are a place where students are exposed to second hand smoke from Marijuana and vaping. Instances of fights in bathrooms have occurred. How can this place become safer without denying students a basic necessity.

Biggest safety concern is repeat inappropriate or bullying behavior by students. Emotional safety concerns from bullying, general 'picking on', and the societal risk of school shootings/community violence.

Can't select a neutral option

Doors to school are unlocked and every time I've been there, access to the gym has been available. Once in the gym, you have access to students and the rest of the school.

Except for the bathrooms.

Have heard many stories from my children about physical fights, drug use and vaping at both Ordean East and East High. Have also heard of many instances of bullying , including racial slurs.

Have seen students running around swearing and generally causing disruption

I am unsure if this is "current day normal" of Middle School behavior (fights, level of aggression, general hormonal fluctuations playing their part) or the neighborhood. I've considered switching schools, and likely will due to home sales/purchases in the future. I've not heard of anything involving weaponry, so that is definitely a driving plus.

I appreciate how monitored the doorways are and that no one can get inside unless they go through the office. I feel that school staff is well-trained in lockdown scenarios.

I do feel like the Duluth Public schools are doing what they can to be safe but I do not feel that any school is truly safe based on the fact that schools everywhere across the United States are targets.

I feel school is safe from threats outside or inside having a resource officer

I hear about fights happening daily.

I say Agree rather than Strongly Agree, only because I typically see a overall lack of "community involvement" when it comes to teachers and staff enforcing common school etiquette and movement policies. This lack of involvement seems to lead to a chaotic feel during times in the hall & when using hall passes. While this is not in itself a safety issue, it is a starting point for the tone of safety & policy enforcement in the school when the smallest policies are not enforced, and would only help the resource officer if they were.

I think it is safe because of the school staff and students not the resource officer.

I think there is a lot of bullying and kids being targeted. the school community should be built day 1 in the school year and that should come before classes. we need mentors, tutors, leadership opportunities for students usually left out.

I, strongly, do not agree with the gender neutral changing rooms...it's wrong..

If you treat people like crimes, then you get what you pay for

My child does not feel comfortable using the restrooms.

My kids feel unsafe as the school staff ignores issues only to defer to more funding needed to address age old issues.

My kids have been hit, spit on, kicked, told to kill themselves, and the bullies are protected.

Nice to know, someone is present to defend our children at Ordean.

Racism is a big problem still its 2024 teach not only the students but the staff everyone is equal!!

Safe, because their are officers in the schools. KEEP THEM!

Safe? Kids smoke pot in the bathroom so much my son doesn't want to go in there. No adults anywhere. Maybe he won't get beat up or shot, but there was should be some effort to address these things.

Seems like there are quite a few altercations at Denfeld and having police at the school can help them end more quickly.

Some kids tend to get away with more than others. Not sure why the rules aren't enforced for all. That's an admin issue. Not the SRO.

Some teachers or all teachers need to be educated on how to interact with behavioral kids, keep hands off of kids, also they should never take things personal what kids say to them.

The school does a good job at dealing with safety issues.

The school is safer with a resource officer.

The SRO makes our family confident that the kids are safe. Considering that there was just a threat, we felt safe knowing that the SRO was on duty.

There are some tough kids at Lincoln but I trust all the counselors, deans and admin to keep my kid safe. Plus, as a teacher, I know there is an eye on most things.

There is blatant abuse of tobacco and drug use daily in the school. This is not a safe, conducive learning environment for any children.

There is security in knowing that there is extra protection and enforcement for staff and students on campus.

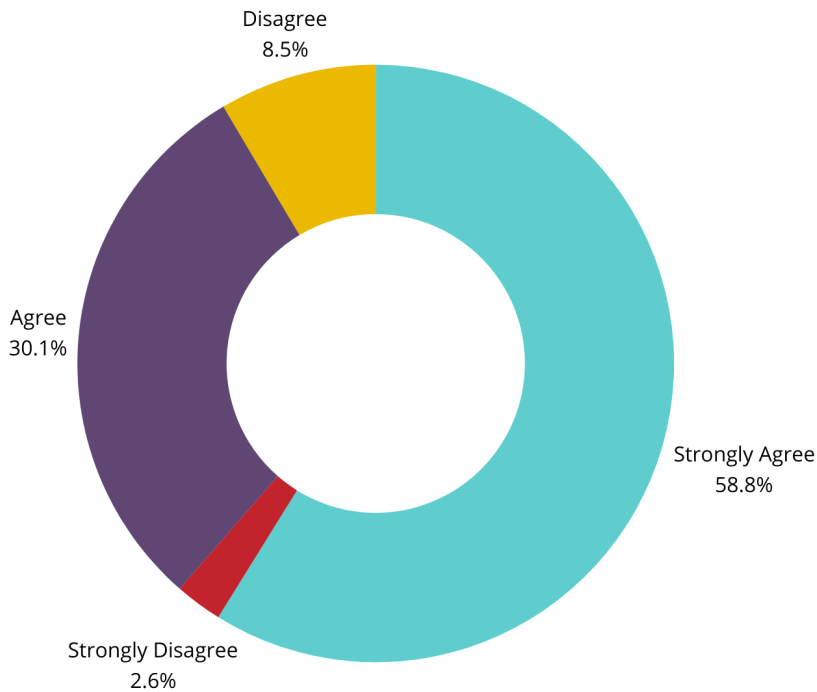
They avoid going to the bathroom at East. They are horrible.

This has nothing to do with the SRO but school leaderships' lack of effect discipline for students who don't act accordingly.

Threats seem to be dealt with expediently, however, when asked, my child doesn't know what the shooter response plan is.

We need more school resource officers at each school in this district.

Having a school resource officer makes the school a safer place.



Comments:

100% agree with the increased safety the school receives from having an SRO on site. I would support all schools within the district having an SRO.

Absolutely!

Agree*: What does the resource officer do? What resources are provided? If the resource officer is providing various resources to assist students and their families with higher rates of dysfunctional and/or violent behavior, then I'd say that's an excellent use of resources, and the resource officer, by extension.

An SRO not only serves as an external safeguard, but also an internal safeguard. Whether there's an active shooter threat, a student having a mental break, students fighting, or someone having an overdose, an SRO can step in. And when things are going well, the SRO can build a rapport with students and hopefully serve as a safety net to those students who don't have engaged parents. An SRO seems like a win to me. I truly hope you don't overlook common sense and go with vocal, irrational students, parents, or community members when making decisions about having an SRO.

Can address immediate threats. Know the kids and when something is off with one.

Do they make the school safer? Not necessarily yes or no... But their continuous presence could make students of color feel unsafe. It might be worth considering the bigger conversation here.

Due to our experiences, and they have all been negative, I feel that the resource office currently at East HS should be replaced by someone else.

from what I hear, they have their favorites . I don't agree with zero tolerance kicked out and prefer restorative practices that teach kids.

Get weapons out of our schools

Having more staff/adults in general makes schools safer, not specifically school resource officer. Lower student to staff ratio is more important than one resource officer.

Having officers on site at elementary schools leads to power issues. They should be available but not embedded.

He isn't around much in the general areas

I cannot agree more with this statement. The school resource officer knows the environment, knows the kids, the families and is immediately present for both students and staff if a situation arises. I also think it makes some think twice about their actions with an officer presence.

I don't know the stats on how many altercations or incidents that occur but I believe it's important to have a community officer on site to assist and respond immediately.

I don't know what one is, when they are there, so I don't know that it does or doesn't

I don't think it makes a difference

I don't think this resource officer makes any difference in his unprofessional manner. A resource officer would be a good asset if it was a person who could behave more professionally.

I feel like teachers with permits to carry should also be able to pack guns in school.

I haven't noticed a difference

I learned how a school RO spends their time, and how much of their time is following up on bullying, phones, pictures, etc that could ruin lives for all involved.

I think having someone there who is able to respond quickly to an incident, should there be one, could be helpful. However, I am not sure police make all children/people feel safe. In fact, they may make them feel unsafe and even threatened. Therefore it's hard to answer this question. I almost want a "neutral" option.

I would not be comfortable sending my children without one.

I would not feel safe having my kids at school without one.

I'm a white parent with a white child. Maybe there would be a scenario in which having the officer there would make my child safer. But honestly, I'm really not sure. For example, in the unlikely (statistically speaking) event of a mass shooter, having the officer on site might make a difference in the outcome. Maybe? But even that's not a given. But I do know that often children of color face disproportionate punishment in schools and I know that, in general, people of color face disproportionate use-of-force from law enforcement. So combining these two things, I really don't think children of color are safer with the officer present and those kids' safety matter just as much as my child's safety.

I'm not sure and I feel like it varies by individual.

I'm not sure that I agree or disagree with this questions, based largely on the fact that I don't know what the school resource officer does throughout the day to make their presence known and to have an impact. What my daughter has shared with s is that she doesn't see them doing anything - sitting around, looking at their phone, etc. I have no personal experience with them, and only know what has been shared by our daughter and conversations with other parents.

in general, if they are trained in anti-bias and understand teenage brain development

In this day and age, we NEED an officer on campus!

In todays world, we need an officer at each school.

Instant support for tough parents and dangerously dysregulated students.

It doesn't make the school safer if police aren't allowed to do their job. On the other hand it doesn't make the school safer if police run for cover and refuse to do their job. It takes a very special individual to do the job the right way. They need to be imbedded in the school and looked upon as a trusted and compassionate mentor but also strong and commanding when appropriate.

It is a great comfort seeing the squad car parked at my daughters' schools and seeing the officer interacting as part of the school community with the students, staff and parents.

It made me choose an answer, but I don't have enough information to form an educated opinion on this topic.

It makes me, as a parent, feel so much safer having a police officer there all of the time.

It's security theater. The only point of a cop in a school is to stop a school shooting. Short of that, what safety issue can they possibly address in a meaningful way?

Makes school less safe, especially for students of color. Sro's rely on carceral system, which students should not be subject to.

Me and my child have had zero interaction with the schools resource officer.

More counselors, social workers, less cops

My kids, who are responsible students, inform me that the resource officers role in the school is not clear and they would not turn to this officer for assistance should they need it. I attempted to contact this officer about a serious matter, calling multiple times and leaving a voicemail referencing some key details of the matter and received no response.

My son has told me how quickly he responds to incidents and how professionally and effectively he handles situations. Am very comfortable with my son attending the school because of this.

My son said he would feel safer if there was an officer on each floor for each grade.

Not applicable at this time.

Not really sure. Don't know what their role is or what they do.

Nothing ever gets done

Resource officers only make money for the police department, escalate situations, and step on the constitutional rights of children who do not know better

See above comment.

SRO adds very little to overall school safety. Solid policies, consistent behavior expectations, and staff/student/family investment in positive school culture makes school safest. In an emergency, staff are the front lines, not one SRO. An SRO that is equally invested in school culture can be an asset but an SRO who is a stern cop/outsider is not.

Take down the "Gun Free Zone" signs. Even if you don't have any teachers that want to carry or have a safe with a gun in it, advertise that they do..

The RSO's are very crucial to the safety of our school.

There is definitely a sense of security when seeing that they are at the front doors of the school where everyone is supposed to come and go

There is never a reason an armed person should be in a school as a trained officer.

There is no one in the building allowed to deal with real world violent behavior, except for the resource officer. The officer's presence is the number one safety factor for students and staff. School staff are no longer able to physically intervene in student, or public behavior that is unsafe. The resource officer can.

There needs to be more

We need more of them, more equals more safety.

When there was an incidence at the school a few years ago it made me thankful we had school resource officers!!

When they take a vacation or training day - we do not have coverage in the schools. This is unacceptable. The contract should be for coverage, the dates when the SRO is unable to be here - there should be a sub provided!

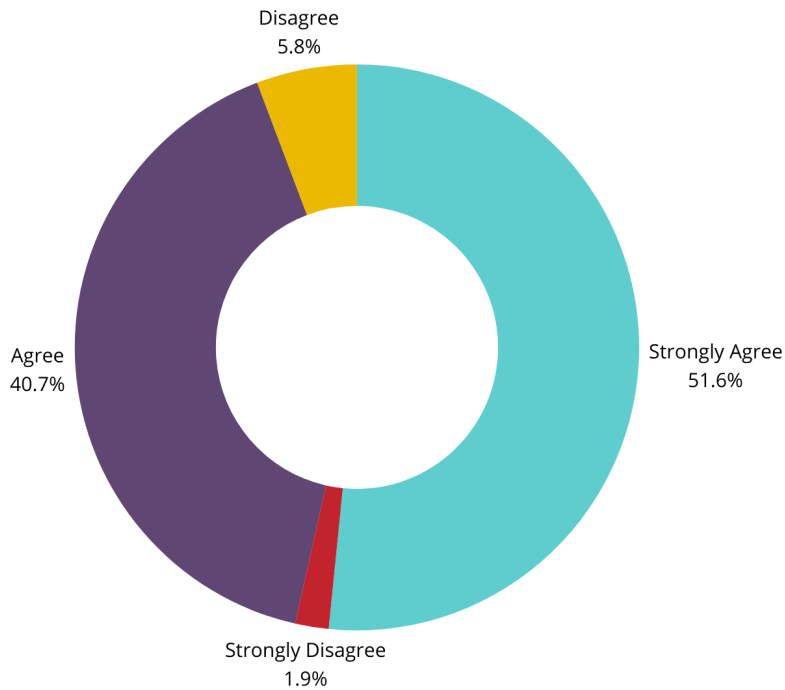
Why does the men's room always smell like weed?

Wish we had more!

With all the violence we've seen police commit in the last few years, combined with many of them believing that violence is justified, I do not feel having a police officer in my kids' school makes them safer.

Yes, it is very important to have police officers in the schools. The officers can also build relationships with students.

I feel comfortable talking to my child's school resource officer.



Comments:

Absolutely!

Again, don't know who, what, why

All SROs that I have dealt with have been extremely courteous, friendly, and professional.

Anything you say can and will be used against you

Depends on who the officer is. Not all are of the same quality.

Don't know what I would talk to them about, but I would have no issue talking with them if needed.

Don't know who it is

Have not talked to the office. I do know how important they are to have.

Haven't had need, but if my student was in trouble with illegal activities, or victim to them, I would be open to it.

He was very approachable

He was very cold and dry when I was frantically upset about my child

He's lazy

I can talk to Officer _____ comfortably but I do not feel that my thoughts and concerns are being heard in the least bit.

I do not know

I don't know who it is but would talk to them if I needed to.

I don't talk to cops, and I encourage my child to do the same

I have never met the individual though I would feel comfortable speaking to them.

I have never spoken to them but I feel like I would be comfortable doing so.

I have not had any interaction, but I assume it would be positive.

I have spoken to the officer(s) before and they seem very personable.

I haven't but if I needed to I wouldn't be afraid to make an appt.

I haven't had to but would not have issue if it was needed.

I haven't had to speak to him but my student has, just in passing and she had nice things to say about him.

I haven't talked to them yet but would feel comfortable doing so.

I love that there is this resource available—doing far more good than harm. I hope data and logic trump politics in the decision on whether to have a SRO.

I only chose disagree because I don't know the resource officer and there wasn't a choice that said "not applicable."

I strongly support the Duluth Police Department

I'm not sure how to reach the person

I'm unsure if who that is, exactly. But I'd have no problem talking to them if that were to be the case.

I've never needed to

I've never seen or heard anything about the SRO at Ordean, so I don't know if I would be comfortable talking to them.

If I needed to speak to them I wouldn't have a problem.

If it was necessary, I would feel comfortable talking to the SRO.

Me and my child have had zero interaction with the schools resource officer.

My son does and has said the officer is very friendly

N/a

Never have, and can't imagine I would have a reason to. But if I needed to, I wouldn't have a problem.

Never have..I would if I saw the Officer.

Not applicable at this time.

Officer are known to get away with murder, especially black and brown people.

Officer Stauber listens well and is very approachable.

Officer Stauber truly cares about students and it shows.

The officer should be friendly and helpful!

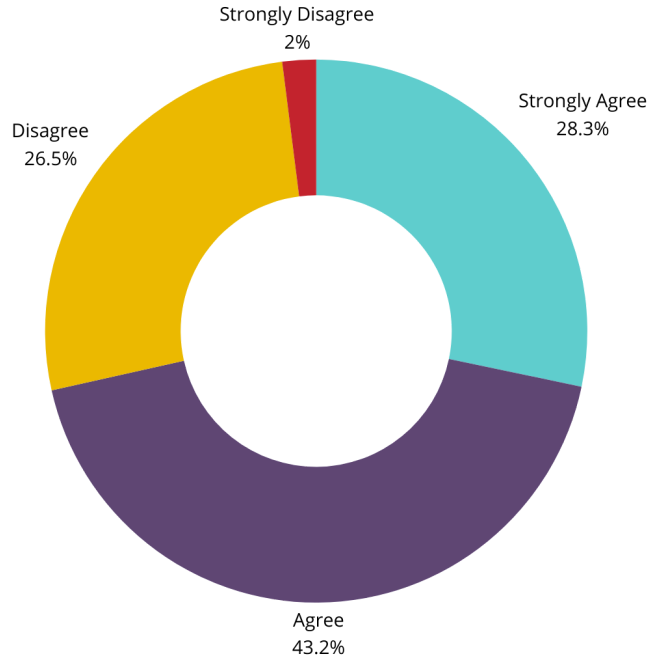
This question is confusing...I've never spoken with them so I'm not sure how to feel about talking with them.

Very appreciative

Why would I talk to someone I can't trust.

YES

I know what my child's school resource officer can help with.



Comments:

Again, did not get any actual help

He helps with nothing

I am not certain what sort of instances they are responsible for intervention. Clarification on this to students and parents might be good. For instance when it comes to threats against the school, fights among students or drugs and tobacco concerns or other issues or situations.

I am saying "agree" in the hopes of what I think they can help me with. However, I not my son has had an interaction with them so I am uncertain. "Uncertain" was not an option.

I am unsure what the school resource officer does.

I can guess what their role is, but it would only be an educated guess.

I don't actually know what they do, beyond protecting from the unlikely event of an armed gunman. I get that they are trying to engage with the community to create less fear of them, but maybe we need a new system for doing that kind of thing, because no one wants to engage with police if they don't have to. It seems like a waste of resources when

we think of all of the adverse consequences of a childhood with continual police presence. School to prison pipeline, etc. We shouldn't feel like it's normal to always be monitored by police. And I've lived in Duluth all my life, our police have very fast response times.

I don't feel it is super clear or has been laid out as to what they can help with. I do feel when we have had interactions with him in past years they have been good.

I don't know what the resource officer does.

I don't know what they can help parents with

I have no clue what resources are available and if my student/family qualifies. I'd be interested, as I'm a single parent.

I have no idea what their purpose is being in the school.

I have no idea what they do

I have no idea what they do, why they are there, nor how to measure their success, or lack there of.

I know the rules/law have changed with this so may not know totally the new boundaries.

I really don't know what their job entails

I think I have an idea but I'm not 100%.

I think more communication on this front to the masses might be good.

I wish there was more public education about what RO's do and how they spend their time. I think people would understand how valuable the program is and that it's not like meter maid infractions and tickets.

Is vaping at school something the SRO can assist with? I'm hearing from my daughter at least weekly about students vaping in bathrooms. I'd love for my daughter to not be put into a situation where she's simply desiring to use the bathroom and have to walk through a group of students huddled together, or have to be hearing or noticing multiple students locked in a single stall vaping.

It is not clear to me or my children what this officers role is. They have witnessed this officer issuing sharp commands to students to go to their classes when students appeared to be loitering but they did not understand why the officer was taking this action. The officer did not respond to my request for assistance, so it is not clear what role they play in the school.

Just haven't had the need. The communication is too much-everything is always combined with other things. Makes it very hard to weed through.

Me and my child have had zero interaction with the schools resource officer.

Never really thought about it.

Not applicable at this time.

Not sure

not sure what they can help with

Other than keeping the kids safe from harm, I don't know what else they can do?

Other than protection, I'm not sure what else the officer does. Physical protection, and the judgement needed by the officer to properly carry out this duty, is plenty for any one person to do.

Publicize the contract, let the officer wear plain clothes..

Resource officers have the same mandate as all police officers. To enforce the law

Safety, plus a lot more.

Teachers and staff need to be held accountable for discipline within the school.

There could be a little more information handed out or a rapid way of directing questions for determining what a resource officer can help with.

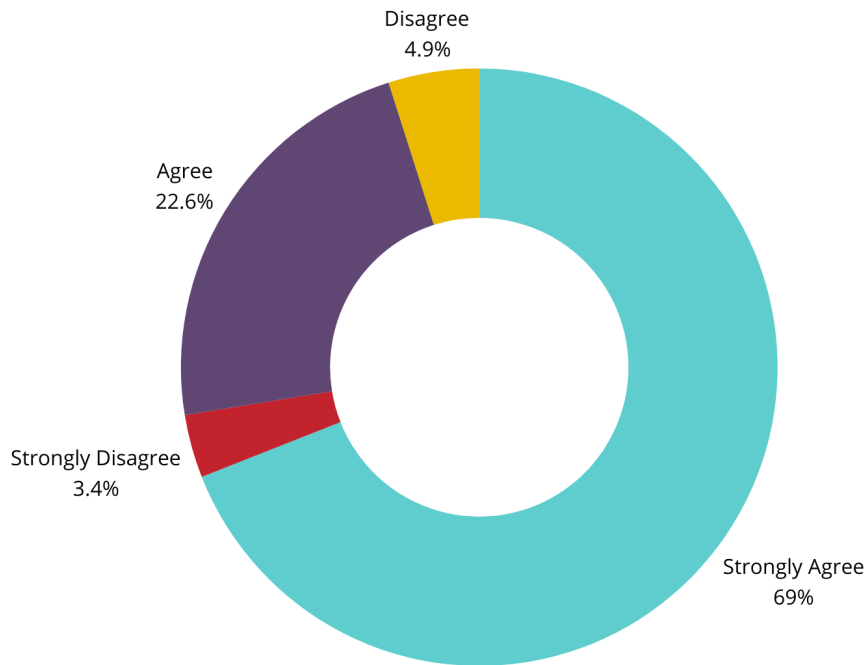
There should be clear guidance as to when officers get involved. That guidance should be posted and distributed.

They can't help with much. Stop an active shooter is why I am glad they are there, but if they act like the 100 cops on sight in Uvalde, what's the point? I am not against cops; I hope they will never be needed. But let's stop pretending they keep things safe. It's way bigger than that.

they don't help with bullying or glamorized fights

To be honest, I don't know beyond normal officer assistance. However, this is not anyone's fault but my own since I haven't looked into it or had the need to find out.

I support having a school resource officer in my child's school.



Comments:

100 percent!

100% - see comments above

Again a trustworthy and professional one would be a great asset for the school

Again, I don't feel comfortable as a white woman answering this question, as my experience with police is/may be different than a person of color.

Another adult is another adult regardless of their title.

Defense is the best offense.

Don't care one way or the other

However, if the person is no longer able to help in the ways they should because they are a school resource officer perhaps they could be reassigned to the neighborhood and make "visits" to the school so that their hands are not tied in the event they are needed. I would never want this officer to not be able to act in the way they should because they are resource officer and are not allowed.

I can agree that their presence is a good thing, so long as there is actually something for them to be doing and that they have an active engagement plan. Simply having the presence of a Duluth police officer in the school means nothing to me.

I do think security of the school needs to be enhanced with someone empowered to respond to violence or other serious matters but a police officer may not be the correct solution.

I feel it is a necessary position.

I feel the presence of an SRO in the school helps build future rapport with Police in the community

I guess so.

I support whatever the teachers are asking for. If they find a SRO to be a good resource, then I support it.

I think it is imperative to have a resource officer in high school and would consider sending my child elsewhere if we did not.

I think we need 2 officers at the high school levels.

I would not feel comfortable without having a SRO in the school.

I'd have to understand more how the benefits of having one outweigh the consequences. Because I believe that the securely monitored bulletproof glass entrances/exits of our school buildings, and the training of the staff would allow for fast police response in an emergency. Maybe see how it goes removing these positions for a year. Especially if that money can go to funding art/music departments.

I'm not sure

If people truly want safe schools and their children to be supported on multiple levels, it only makes sense to have a resource available that can provide such protection and support.

In general- IF they understand that a 17 or 18 year old may look like and may technically- by societal standards- be an adult they do not necessarily make decisions as an adult, teenage brain development

In my opinion, there is no valid argument to not have a school resource officer.

Law enforcement is needed in the public schools! Anyone saying anything to the contrary is uninformed.

Me and my child have had zero interaction with the schools resource officer.

Mental health professionals, and proper security officers would be money spent better

Mixed bag for me. If there is a shooter and the officer catches it before or in process, great. Otherwise I see no point.

Much needed in today's society. Only ones that don't want to obey the laws don't want them there.

My children at OEMS school have reported multiple concerning situations to me- vaping and fighting are a few examples. I am very glad to know there is a school resource officer available to assist in any of these situations they are needed in.

As a teacher, I know that teachers need to be able to focus on their primary job of educating students and creating a conducive learning environment. I think having additional support in our schools to keep our kids safe is hugely important.

While it doesn't pertain to me specifically, I also know that along with helping to keep our students safe, school resource officers help with many other issues impacting student success, such as truancy and can also help connect students with necessary social services.

no opinion

Not dryer why this even being asked. The SROs most definitely are needed.

See my answer above.

Selected agree because neutral' was not an option. I do not know enough about their role and what other options for school safety exist

The well being and safety of staff and students must remain the priority.

There is no need for an armed person in school.

These days, a school resource officer is one of the most critical positions in a school. They make the school safe, there isn't much gray area there. My child has come home twice when a soft lockdown has occurred and said she feels better knowing the resource officer is there. If anything, there should be more than one. They protect these kids and show them that law enforcement is there to help, not hurt. I support our resource officers as much as anyone can.

Very important!

We would not feel comfortable sending her without one with that many students.

We would strongly consider not sending them to school if there is not a resource officer in the school.

Why have one when home does nothing

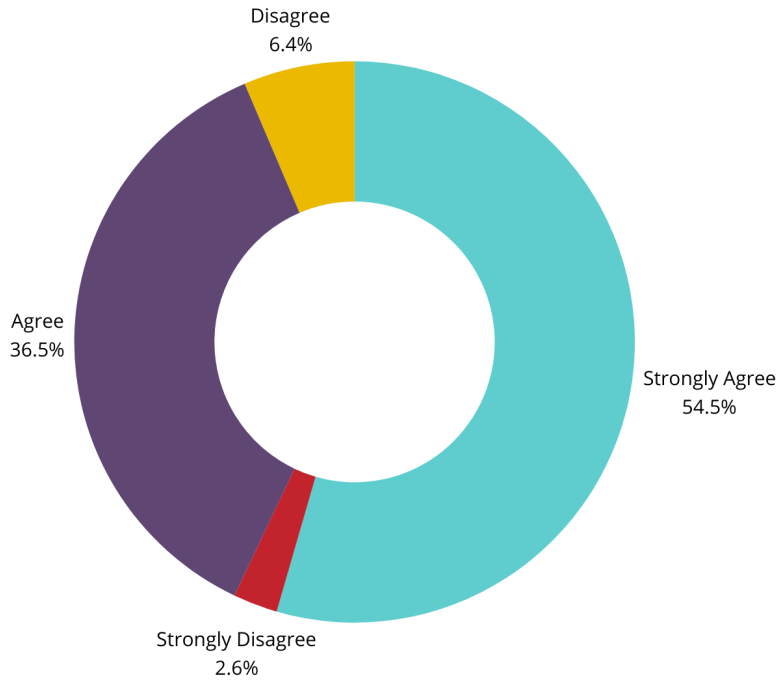
Wish you had a neutral answer option.

Yes good overall role model. Might be nice to have a female officer too!

Yes I would even support more officers being in the building during the school day.

Yes, yes and yes! 100% yes!

I feel comfortable approaching my child's school resource officer for help.



Comments:

A brick would accomplish more

Absolutely

Absolutely!

Again, this feels like the same question asked above in different wording. If I needed help at the school, and the resource officer was the one that could provide that help, I would approach them. As a parent, you do what is necessary and in the best interest of you kids - if talking to them solved an issue, that's an easy conversation to have.

At a point, where your concerns are not heard, you start to question why you are reaching out any longer.

But I'm really not sure what I would ask the officer for help with. So I feel comfortable approaching them...but why would I need to do so?

Depending on the officer.

don't know them, but in general- as a white person- police are generally safe. However, I have had encounters with male officers that were demeaning so it would depend.

Haven't had to, but would have no problem with doing so.

He has fielded questions that I have had about a couple situations with good knowledge of the situation

I can't think of a scenario where I would approach a school police officer, that I couldn't talk to a school counselor or another staff member about. If this survey is to consider taking the police back out of schools, and giving school staff a raise and putting money into art and music programs instead of cops... I vote on that option.

I did attempt to contact the officer about a serious matter and was unable to contact them by phone. I had to reach out to another police officer to address the matter.

I don't know what a school resource officer is, who they are, or what they do, or how to contact them.

I don't know who they are or what I can approach them for.

I don't need SRO help for my student

I just don't know them.

I only chose disagree because I don't know how to contact them or who they are and there wasn't a "not applicable" response option

I typically don't have an issue approaching an officer when I need something, but I don't know what their scope is.

I will never go to him for anything ever because he violated my family's trust.

I would if necessary

I'm not sure how to reach them

I'm not sure who this person is, but I'd feel just fine approaching them and discussing what is available.

If needed, I would.

Law enforcement office with less than 2000 hours of training. Danger to everyone

Me and my child have had zero interaction with the schools resource officer.

Not applicable at this time.

Over this past summer, the school resource officer assisted our family in a crime against my child that led to the arrest of an individual for identity theft.

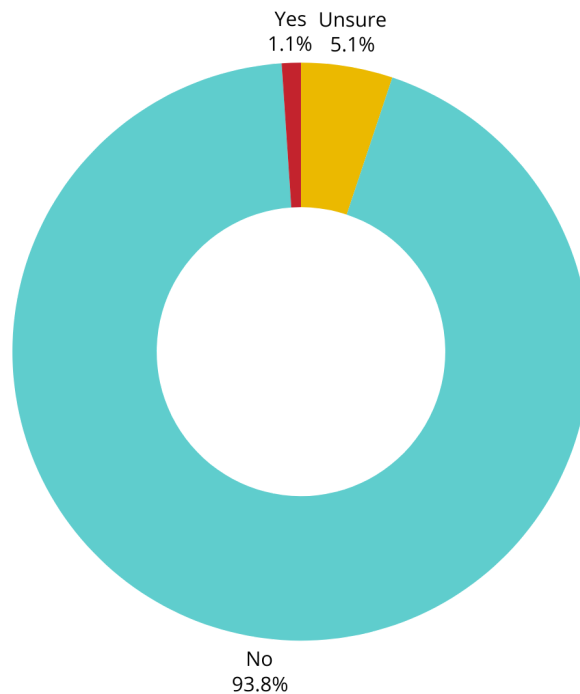
See above

super approachable

Sure?

these questions should have more options, this didn't capture my feelings

Has your student ever received a citation from a school resource officer?



How did it affect your student and/or family?

He made good changes

It taught our student that poor judgement has consequences.

Led to a good conversation and more communication about expectations at school and driving a vehicle there.

My child was given a warning! Thet resource officer was very nice and explained what would happen of she got another one.

Did you feel supported by the administration or the school resource officer after receiving the citation?

Yes

Yes

Everyone was Professional.

What are your overall feelings about your student receiving a citation and the process? (courts, diversion, probation, dismissal, etc.)

Positive experience.

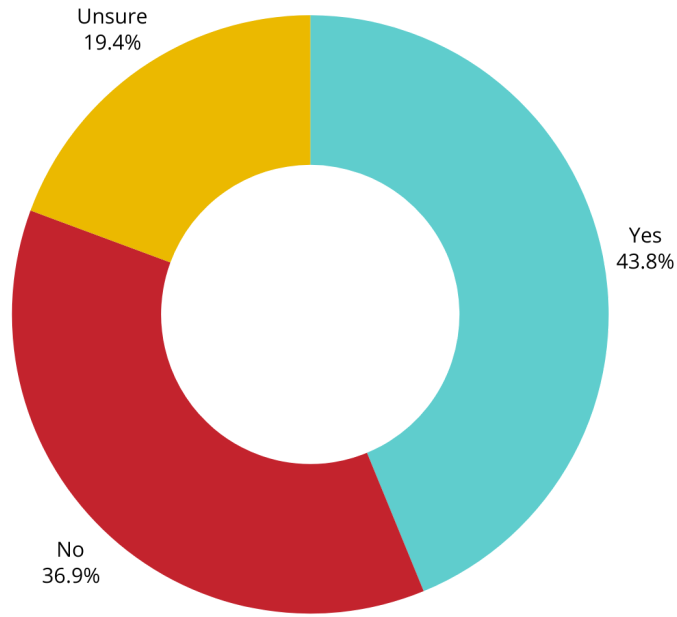
It was the right thing to do

Fair

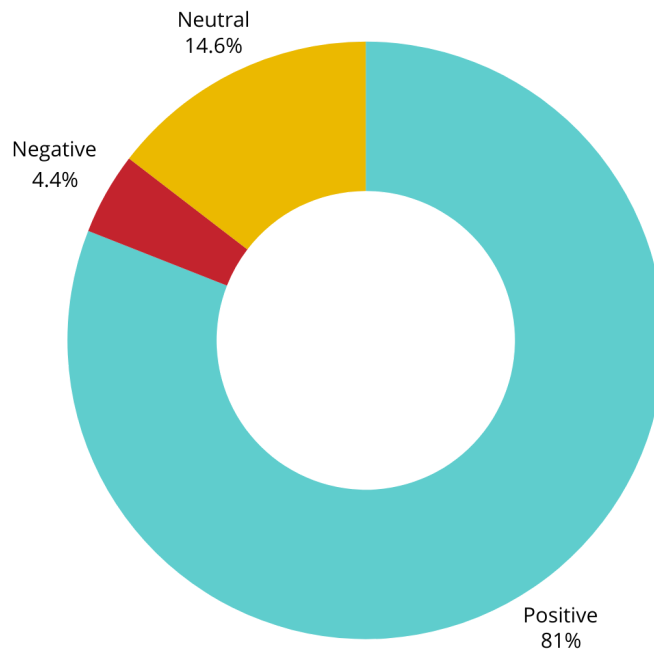
It was fair

Student Responses

Have you ever had an interaction with the school resource officer at your school?



How did you view that interaction?



Any comments about interaction:

about hockey and how my brother is on his sons hockey team and how there season is and stuff

annoying

asked me what was in my bag and said I looked suspicious, all I was doing was walking at a brisk pace towards the front doors to leave.

At Ordean East Middle School we have Officer Hannah and he is very nice and kind and says hi to everyone.

awesome sauce

Belittled me when he incorrectly gave me a parking ticket and I brought it into him.

Chris is an awesome SRO for Denfeld. He brings calmness and joy to the day. He's someone who you could definitely go to if you needed help.

Complimented my ceramics art

easy to talk to

good

great guys

H was a very nice and caring person. I didn't feel threatened or anything.

He always asks about sport really nice guy

He complimented me on my jersey.

He didn't seem to want to talk when I was asking him about the main lot parking situation. I wanted to ask if he could start ticketing more because there were no spots that morning at he didn't want to hear it. He wouldn't make eye contact with me and it seemed like I interrupted his gossip sesh. That was my first impression with him and it wasn't good.

he doesn't let kids talk when he's talking to them, he interups a LOT.

he gave me candy he is my bestie for real

he gave me compliments

He had a couple jokes

He helped me with unlocking a door so I could get my water bottle.

He helped us become crossing guards last year.

he is a G

He is a great guy and is very kind to all students.

he is a nice guy and i respect him

He is a nice guy.

He is an awesome guy, so don't get rid of him.

He is awesome! He is very kind,funny,and he gives me smarties!

he is funny

He is my friends old football coach

He is nice

he is nice.

He is one of the nicest people in the building Sometimes he come to our lunch table and he asks us what we are doing this weekend and about hockey

he is really funny and nice , very cool

He Is really nice

He is super kind and easy to talk to.

He is very kind and friendly. He always has the students best interests at heart.

He is very kind.

he is very nice

he is very nice

He is very nice and always says hi in the halls

he is very nice and entertaining.

He is very nice and thoughtful! He trained me in crossing guard, and was very nice and understanding the whole time if I messed up.

He just came into my health class to talk about his role as an SRO.

he just talked to me in the hall way

he made a joke when I was talking with my friends

he said he would do something about my issue and never did anything.

he the best and really nice

He used to be my football coach so every day I will say "Hey Coach" and he will say "Hey Mikesell Go Hawkeyes" a football team that we both like. We do this through school when I see him. He also asks how I am and I like that a lot.

He used to be my football coach, and when i had an interaction with him at school he is very friendly.

he was a nice guy that prevents school shootings

He was cool

He was kind and funny and welcoming

He was kind of a weird dude. Seems nice but is awkward and weird.

He was nice

He was playing quarterback outside at recess.

he was pretty cool

He was really friendly and I loved to talk to him about the police force!

He was really nice

he was really nice about everything I had to say

He was really nice.

he was scary

He was super nice

He was super nice and friendly.

he was super nice and he gave me a smartie

he was very kind and personable, he also helped me with legal concerns. I felt very safe

He was very kind. I just saw him during lunch and my friends and I had a conversation with him.

he was very nice

He's a G.

He's a little awkward.

He's a really helpful person and funny and is very responsible

he's chill

He's cool

he's funny.

He's nice

He's pretty cool

he's pretty nice to talk to.

He's very. Cheerful. Somethings off about him

hi

i am freinds with the resource officer

I am friends with the officer because he is the football coach.

i asked him how his day was

I asked how to get to a class and he was very helpful and kind.

I asked officer Hannah about the Ice cream at the end of the year.

I got held at Merritt not here but it is isd709

I have talked to our SRO many times.

I haven't ever had an interaction with the officer where I was reporting something but we talk a lot about school and sports and I think he is super nice and really cool and we are best friends him and I.

I just got candy and wanted candy

i just said hi

I liked the last 2 better Chad and Ed actually wanted to sit and have a conversation about our days.

I saw the officer smash a girl into the wall, he also had been very aggressive with one of my friends but all the times I have interactive with him he was polite and nice.

i say hi to him

I say hi to him in the hall and he will say hi back of wave

I talk with him a lot and he's my football coach, so we get along pretty well.

I think I just had a casual chat with him once.

i wanted candy

I was a crossing guard in fifth grade and me and my friends were talking about crossing guard because he helped us learn last year.

I was a quick chat

I was fighting and he broke up the fight

I was sitting at the lunch table and he asked us how our hockey seasons were going

I was talking about seeing him in public it was nothing serious

I've had interactions with all of them, our previous one was very rude, our current one is mid

Incriminating questions, seeming suspicious of kids just trying to use the restroom

It was a false accuse of a case.

It was a situation that happened within the school.

It was good.

It was good. at lunch my table asked him why he he was here and he just kindly answered

It was great

it was just me and him talking about hockey and him when he played football.

It was litt frfr

It was Nice he loves to talk about his kids and Hockey, and how we are doing in life.

It was nice meeting him and talking to him

it was really good.

It went fine. It was around a year ago and Officer Hanna is nice.

It went very well. Chris is a really cool dude.

Just a quick short conversation,

Just friendly greetings when I walk by

Just in the lunch room or in the hall way, I have never been around him for/during a negative interaction/time.

Just saying hello.

Just talked about how our day is going.

just talking about the weekend and exiting things

Just talking and saying hello.

Kelly is always fun to talk to.

made me upset

Nice and chill guy

no he just asked me how my day was when we were at lunch

NO but I think you should hire old veterans for the schools!!!

no it was really nice

no thank you

no, but there really nice

Not taken seriously

Not very nice person didn't really care about me.

officer hana is my bestie and he is real chill

Officer Hanna is my bsf he nice

Officer Hanna is nice and you can have a good conversation with him.

Officer Hanna is very nice and talks to me and my friends about our day and how we are doing along with playing football with us sometimes outside at recess.

Officer Kelly is really nice.

Officer Stauber is nice and approachable.

really good person he is really interesting and really useful when you need him he always interacts with you in the hall but in a good way

Really nice guy we talked about football

Really nice guy, always try to say hi when I see him in the halls talked with him when I had ISS

Really nice to talk to.

Really nice.

Said good morning

Said hello and just introduced himself.

says good morning in the morning and always has a smile on face

School resource officers don't benefit me in my particular situation, but I can see how they benefit others.

Since he is my football coach we just talk about sports a lot.

small talk, saying hi or good morning.

some girl were yelling at me and he came up and stopped them from hitting me

Super Positive didn't feel like I was in trouble

The officer is very nice and funny.

The officer was nice, he commented my drawings and that made me feel good.

The police officer was overall very nice.

They are a positive and kind person

They are very nice

they are very respectful and kind

this interaction was just a friendly talk about sports.


Told me my lunch was healthy two days in a row.

Very cool guy

Very great guy and likes to talk friendly to lots of people.

Very kind and a calm demeanor.

very nice and kind to everyone

Very nice and very 

Very positive

Very talkative and nice. Makes you feel comfortable.

Was rude and snarky, didn't seem too keen about doing his job.

Wasn't helpful whatsoever

We have said Hi a few times in the hallway.

We have the best school resource officers, that are a huge benefit to students

We just had a normal conversation at lunch

We just had a simple conversation

we just say hi and talk in the halls

we just talk

We know each other out of school as well.

we sometimes talks to me in the hallway

we talk about football cuz we both know each other

we talk and joke around, he is the best SRO along with the one from last year. he just is positive and is one of the best officers and shows what a officer should be.

also lets stop with the Race affecting how sro's act it has no affect and it does not at all in school, if the black kids are being bad the sro will talk to them and if the kid is white the sro will talk to them. they don't care if they are green or red they are fair. stop this god damn race card shit.

We talked about football

we talked about sports

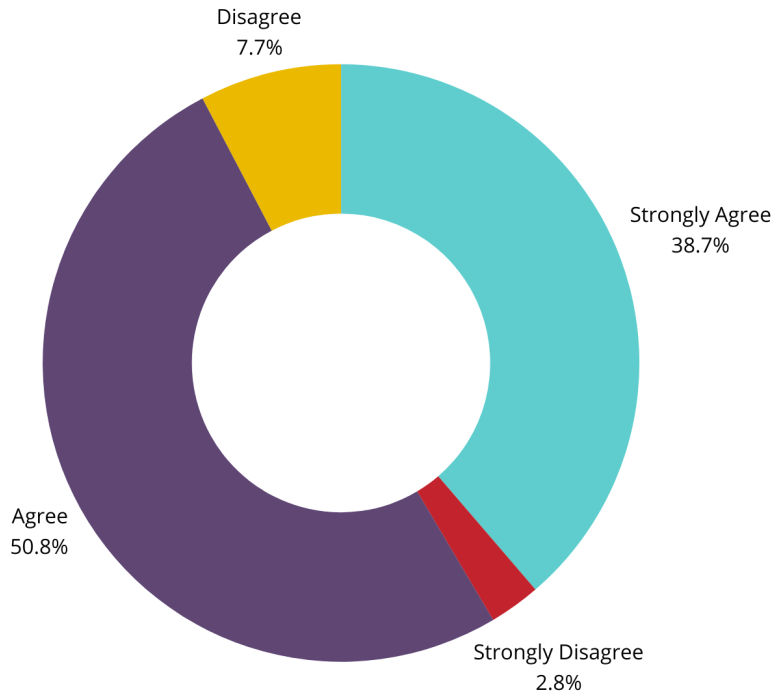
we visit while i'm waiting in line for lunch and he'll ask how my day is going and ill respond!

We were just talking about sports

womp womp

yes my friend is besties wit im and he gave me a pop socket

I feel comfortable reporting dangerous or suspicious activity to our school resource officer.



Comments

because I fell like that is snitching

because me and the officer are always talking to each other.

cool

Depends on situation

depends what situation

Even stronger agree

he ain't standing on no business

he doesn't do anything about the activity's when I bring them up to him

He is a good person to tell things to and understanding

He is a great trusted person.

He is a nice guy. Fun to talk to.

he is a trusted adult

he is always a good person to talk to if something happens

he is cool

He is here to help and keep us safe

he is nice and good at his job

He is so nice and trust worthy

he is super slay

he is the best

he is the best keep him and always cares.

He is very kind and easy to talk to no matter the circumstances.

he listens and gives feedback and takes it not like a joke and acts on it like he should.

He makes me feel safe because he makes sure that the people that bully don't.

he will listen

he's nice and funny

He's not gonna care.

He's pretty cool

He's really easy to talk to

he's the football coach.

he's a police officer i would like...

I can trust him.

I do

I do feel comfortable doing this.

I don't know him that well.

I don't like him

I don't talk to those delinquents

I don't think I would go to the officer because of my first interaction with him. I don't think he would be my number one pick.

I feel comfortable reporting things to him because he is very nice.

I feel like i can be able to tell him things

I feel most safe reporting it to _____ , she is less intimidating and she is kind

I feel that he is very reliable and he can take care of stuff

I get called a snitch whenever I report something.

I have not encountered a situation in where I have had to report anything to him.

I have reported suspicious activity to him before and I felt comfortable doing so.

I knew him from when I went to Congdon Park Elementary, so I already know that he's nice

I know he would take care of it.

I think one time last year some kid pretended they had a gun and I immediately reported it

I think that physical threats to our school are taken with the appropriate seriousness. However, I feel that communicating verbal and emotional threats to the school resource officer, especially concerning the bipoc and LGBTQ+ populations of our school, will be inconsequential and not taken with care and consideration.

I trust him with situations.

I very much feel comfortable reporting something because he's kind and I can trust him to help me.

i would agree so it just doesn't get put to the side and let it go tell someone

I would feel a little scared saying what happened.

I would if I could find him

I wouldn't tell him

I'm not going to say strongly agree because I don't like to snitch unless they hit me.

Idk I just don't

if I felt that me or someone else was in danger of being hurt in some way then I would say something but it is not my job to stop kids from doing what they want with their own bodies.

If I report I think the officer might not believe me.

If there was a real emergency then yes

It doesn't feel like what i say is going into someone who doesn't care

It's not the officer that makes it "uncomfortable" or "unsafe," it's the reaction from the student(s) you went to the officer about.

It's a cop

Makes you feel welcome.

most of the time i feel comfortable doing it, but ask them to not say that i was the one that snitched

never needed to

nice trustworthy dude

Nothing to worry about.

Only guilty people need be worried

some times its scary

Sometimes you feel like you'll get made fun of for reporting something, or I figure that it's already been reported.

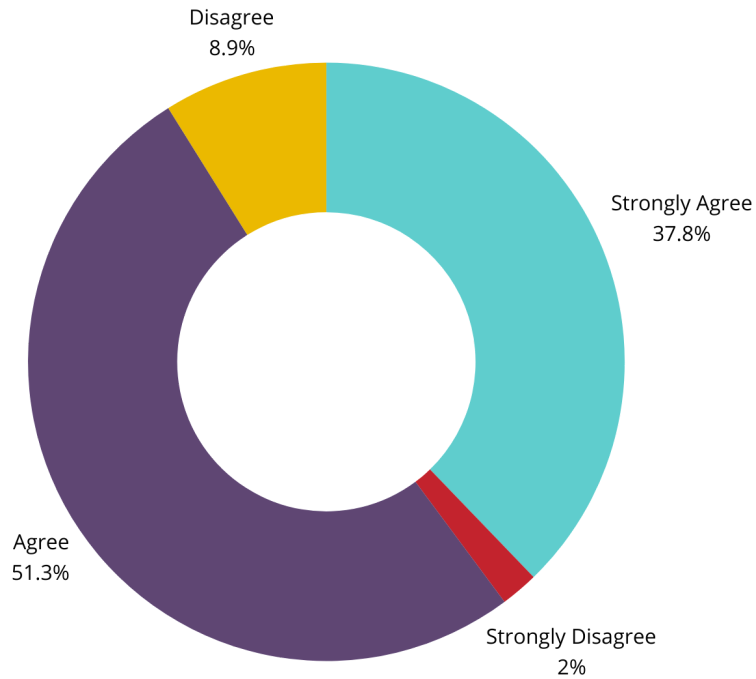
There can be a school threat at any time and that makes me scared

womp womp

Wouldn't know where to find him in the first place

yes he's nice

I would feel comfortable talking to our school resource officer



Comments

because he is a G

Because he is a G.

because I don't like the police

because me and the officer are always talking to each other about stuff so i do not get skared

cuz I don't like talking to adults

fun guy

he always lets he talk to him about anything

he feels like a good guy

he is a very nice and easy person to talk to

He is awesome!

He is cool!!

He is easy to talk to.

He is just a really positive guy and understanding about everything you tell him.

He is nice so yes.

he is so nice and welcoming that i like him as our school officer

He is very easy to communicate with.

He is very nice

He is very nice and I love to talk with him.

he is very nice and make things clear!

He is very nice and understands

He is very understanding!

He seems weird I liked Officer Ed much better

He was my football coach

He's nice

He's pretty cool

He's understanding

Hes a g

hes a nice and funny person

hes nice

Hes nice

I already do

i do everyday

I do feel comfortable doing this.

I don't know the guy.

i feel comfortable around him

i like him and ill be talking to him sometimes

I think that he would help me.

I'd rather not just spark up a conversation with a cop but if they talk to me or I have a questions then I would not hesitate to reach out

I'm very neutral with the officer being there

Im kinda a shy person, so speaking to others is hard for me

In between strongly agree and agree

ion talk to grown men

It depends on the topic.

It's in between agree and disagree

Like I said he is very nice and I have never been scared to talk to him before

Like I stated very kind and friendly.

never needed to

no goofs aloud

Not after previous interactions. I tried talking to him about an issue I had with parking in the lot because there were to many kids parked there without a pass. He did NOT want to hear what I had to say, and brushed me off. I wouldn't have had to say anything in the first place if the school had just ticketed/towed people like they said they would. I think it's super unfair that people that put out money and pay for a pass are denied a place to park just because the school and it's staff make false promises. I brought up this issue, and it was immediately disregarded.

of course! he is great.

Once again he is really nice.

saw a POC I never feel 100% safe with a police.

Some things are best kept to yourself.

talk to him everyday

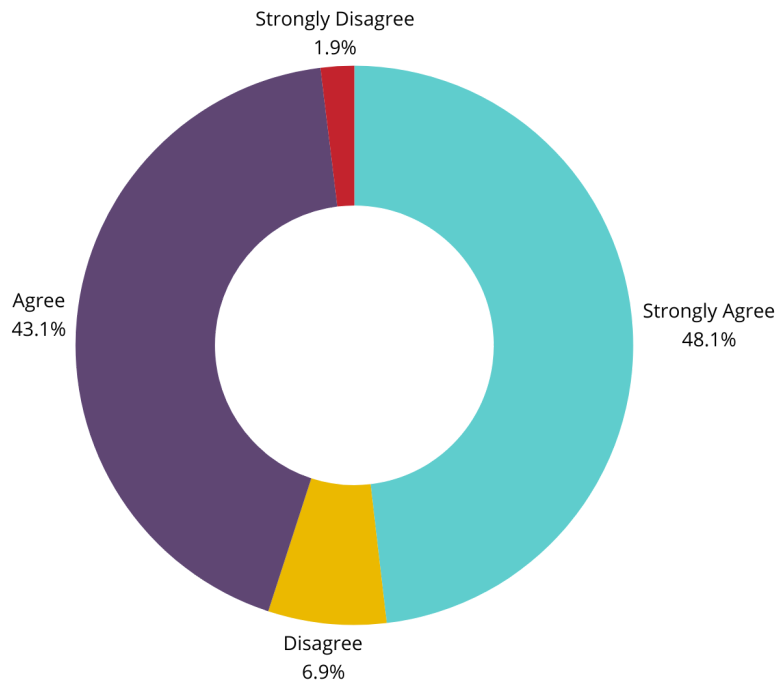
They are nice and I feel safe around them

We talk every day and give fist bumps in the halls and talk about sports and school.

we talk in the hall all the time

Yeah I talk and say hi to him in the hallways all the time.

Having an school resource officer makes my school a safer place



Comments

again nothing is done when he is brought into it

Agree and disagree its one person it will take an army to make schools 100% safe

be worrying about the wrong things

Because if anything goes wrong he can help.

because obviously hes a cop

Doubt it

He helps with situations.

He is a G.

He is nice

he keeps it safe

he keeps school safe.

He seems brave.

He truly does it all to make the school safe.

He's pretty cool

He's really sweet and I think everyone loves him as well.

I agree because if anything ever happened I know they will do something about it and they make me feel very safe.

I believe the school should have them because we need someone who is allowed to stop people psychically at a time in need.

I don't know I just got here

I feel a lot safer with a School Resource officer.

I feel more comfortable having a police officer at my school

I spose.

I think that it is very important to have a officer at a school, In case of an emergency or fight.

I think we could add more possible.

If anything goes wrong we can trust they are there to do something

if there is any threat in the school lk he can stop it

in case of an emergency a officer would help

In case of emergency, yes

isn't helpful doesn't do much

It does because if there were to be a threat he would be there..

It is probably a good thing a police officer is at the school.

It makes it feel safer because you have someone who knows what they are doing.

just one doesn't seem like it makes it THAT much safer, but a little bit.

Makes it feel more safe.

No, they cant be everywhere at once so that means if they are on the bottom floor and something is happening on the top floor that gives the "bad guy" time to first finish then hide whatever he was doing.

nothing happened involving me but its nice knowing there is one here

nothing really bad has happened yet

one police officer vs a threat not a good chance

Pro resource officer

Probably does

really caring about other kids

there are still delinquents

very much

very safe

well there could be a day where they aren't there and something happens

womp womp

yea it does

yes

yes bec it stops school shootings

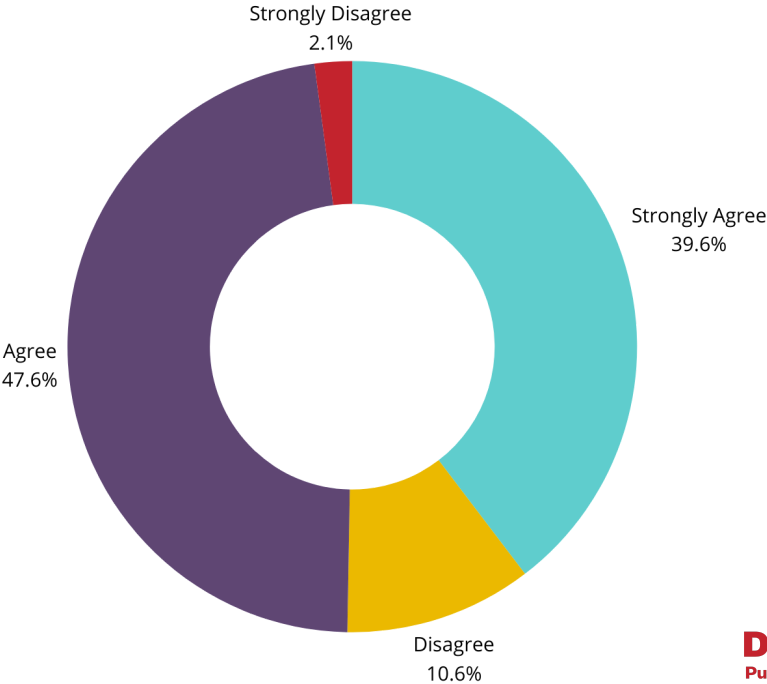
yes it does

Yes it makes my school safer for me.

yes this is true. Like I said up at the top.

yes, he steps in when something goes wrong like a fight or smoking. he cares

Our school resource officer makes me feel safer.



Comments

100%.

because i talk to him every day.

Feels the same. Also why isn't there any neutral options

he does but i never talk to him

he got handcuffs

He is a caring guy and would protect us.

HE is a G

He is a G.

he is there as soon as possible if there's a threat in the building

He truly does it all.

He very much does because I feel like I can trust him and that he would keep everyone in our school safe.

he would help in an emergency

He's pretty cool

I do feel safe.

I don't feel unsafe.

I feel way better about coming to school with him here

i fell like he's just there

I guess they make me feel safe in the sense that I'm more likely to survive a school shooting or something but knowing our corrupt police system's history with unlawful events and actions I do not trust them wholeheartedly in any way.

I never felt unsafe

I never talked to him soo I don't know

I still don't think that in a dangerous situation he would do much.

I think they kinda help make my feel safe and they kinda don't

id say so

isn't helpful doesn't do much

It's good knowing that there is someone helping us stay safe.

It's nice to have someone there, but he doesn't seem competent.

kinda but not really

Kinda have no idea what he does

knowing someone is here helps

Like I said up at the top.

No, they cant be everywhere at once so that means if they are on the bottom floor and something is happening on the top floor that gives the "bad guy" time to first finish then hide whatever he was doing.

nobody makes me feel safe besides me

nothing happened involving me

of course duh

pro

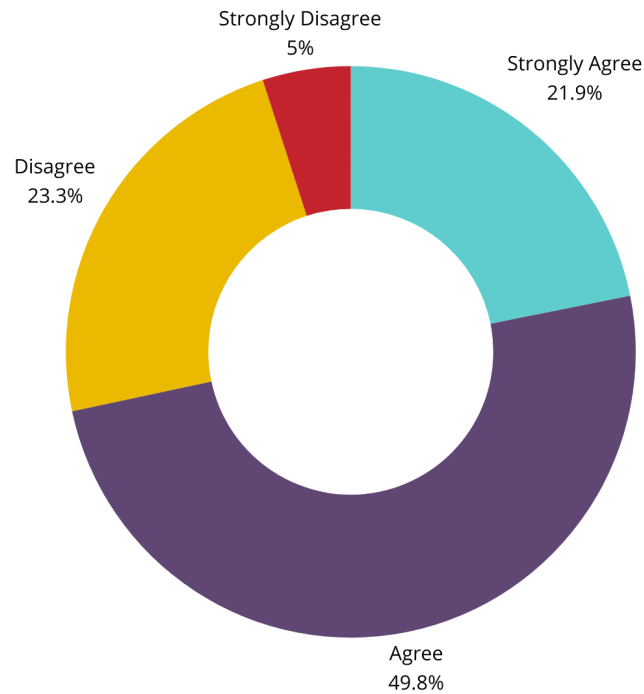
vets would make me not worry

yep, he respects all kids and me!

Yes he does make me feel safe

yes it does

Our school resource officer helps keep students from fighting.



Comments

100%.

A few fights still happen, but not much

a lot of kids fight in hidden places where no staff can be seen.

Depends on if he is there or not if he is on the other side of the school it will take a second to get there

don't know

every time ive seen a fight theres only the deans and techers

Happens all the time.

He always be breaking like a G

He breaks up the fights like a G.

He can't stop them if he can't see them

He doesn't mostly other people

He has broken up fights in the lunch room before and stopped them from happening.

he helps people talk and forgive instead of fighting

he is super good at his job

he runs up and says "hey..... stop!"

He tries too do his best but sometimes there is to much going on.

He truly does it all.

he trys

he will stop people from doing those things.

He's pretty cool

I don't know

I don't know he will shoot them? idk

I don't see many fights

I don't strongly agree on this one because kids do still fight.

I still see fights

I think that is mostly the teachers or principals job to stop fights but he could to

I'm not sure if this is true. There are fights, but I would have to compare them to a school without an officer.

I'm unsure but I think he does.

I've never seen the officer involved with the troubled students and I've only ever seen him chatting with other staff members. I have never seen him intervene during a fight.

I've seen fighting before and sometimes he helps, but other times he isn't there to help.

IDK I've never seen them break up a fight

idk what to say for this but if they start fighting he can js pull them away from eachother

in March there where these girls fighting and officer stoped it and one of the girls got in a lot of trouble

It's a neutral feeling because stuff still happens

Its his job so like yeahhhuuu :P

Its Neutral

Kids still fight just about every day when they are here or not

Middle

no they still happen he just stops them

nobody can really prevent it when its happening he helps out the best he can

Not really

not really

Not really people still fight.

Not really

people still fight

People still fight but probably not that much

Pretty sure that's his job.

seen him break up a lot of fights.

sometimes

sometimes

somewhat agree

There are still fights that happen.

There hasn't been almost any fights all year so I would assume so.

There have been eight fights I know of and the kids both ended up injured and no one tried to stop them from fighting.

they just fight in the br.

they stop fights from continuing in school grounds for sure.

they try to

umm yeah ig

watched him deal with fights

well our counselor does more of that

when he is here there is almost no fights when he is not there is a lot of fights.

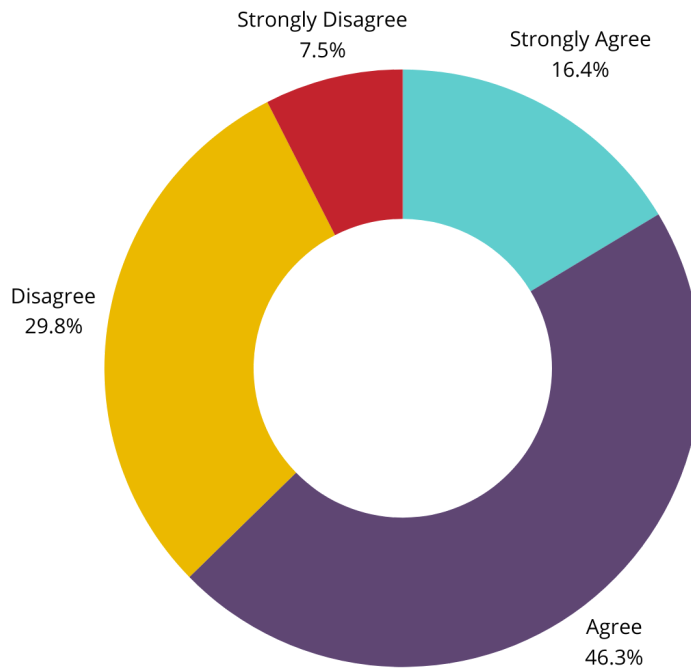
when he sees them happening

Yes and no he helps break up the fights but sometimes fights still happen.

Yes but they do still happen (mostly because middle school is just crazy) but he is very good at breaking them up or preventing them

yes of course as stated above!

Our school resource officer helps students from being bullied.



Comments

A lot of people still get bullied.

again kids still get bullied everyday weather they are here or not

again nobody can really stop this

Again, I've never seen him interact with the students. He is not preventing people from being bullied.

Also never seen it

always

and to reinforce rules that are in the the school and to make sure people are safe.

Because he a G

Bulling still happens all of the time still but it isn't the officers fault that they don't catch then. Like I said they cant be every were at once.

bullying is rarely physical and I have never seen the officer step in when words are getting to be too much or someone is getting ridiculed.

Bullying will never fully stop.

Dude has seen kids get bullied (including myself) and he didn't do anything about it.

eh most of the time its not that bad to the point where he needs to like stop them idk

ehhh not really at least not that I know of and I get bullied a lot

He defends everyone.

he doesn't like it when kids bully

He is a G.

He is nice

he is nice to the students.

he is very nice to people who aren't included a lot and he's a great role model

He truly does it all.

He's pretty cool

honestly not sure on that one like yes and no because there is only so much they can do but I do think that sometimes it does help

I don't know

I don't know I just got here

I have no clue because I have never seen him do that.

I haven't really seen much bullying so yea

I still see bulling

I think this is more what admin does

I've never seen him stop a fight, and I've seen many people get picked on. Only some get dealt with. He mostly focuses on blind spots with cameras and stuff.

idk

If he sees it he does but if he doesn't he don't know.

It still happens

It's not that I don't think he stops them from being bullied, I've just never seen it before. I've also been called a racial slur on the stairs once.

mhm

most of the time

never seen anything

Never seen him get involved

Other people do that not him

People get cyber bullied these days

people still bully

probably haven't witnessed it though

Same reason for above.

school did nothing about bully!

Skibidi dop dop yes yes skibidi beep beep

sometimes

Sometimes, not always

Still unsure

Sure, but I personally haven't seen it.

the officer doesn't see or know everything.

There are many forms of being bullied, and so many of them are not noticeable by anyone. Just insults. I get bullied. For my hair. My personality. Just existing.

there hasn't been one time I've seen a police stop kids getting bullied.

they will confront them if you ask or if they see it happening, they dont go around the school dropping everything to do it tho, just ask! (:

well kind of again its more of the counselor

yea

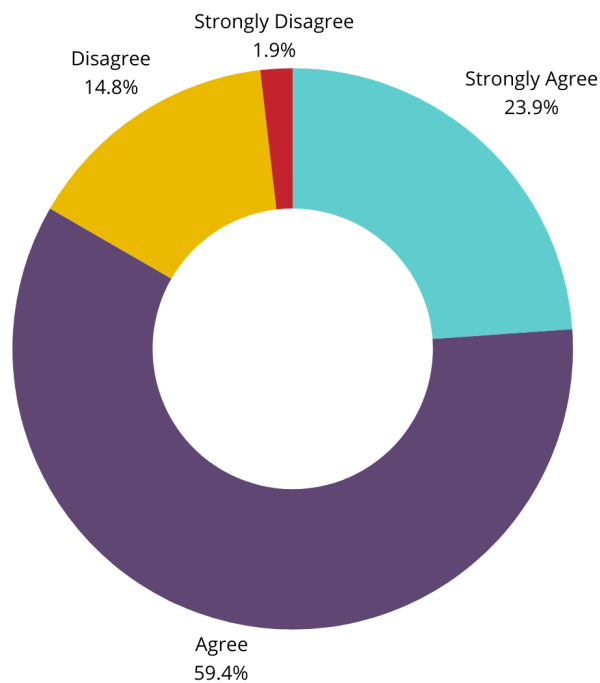
yes

yes

Yes he talks to everyone and helps them.

You can never really control students, but sometimes it helps a little.

The main job of our school resource officer is to enforce the law.



Comments

And to protect us.

Duhhh.. He a police officer >.<

Enforce the law at the school.

Haven't seen that happen though.

He also has to be a G

he enforces the law and he helps people

He is a G.

He is also a good guy to talk to if need of help or if you're bored.

He is always here and is very good at his job.

he is here to help

He is here to make us feel comfortable and safe.

He is nice

He is supposed to enforce the law but he is also supposed to build relationships with the students so they feel safe and trust him

He truly does it all.

he's here to protect us

He's pretty cool

hes mainly there to make sure we arent doing anything bad to each other

His main job is to protect and serve.

I agree, he's also funny and nice

I am pretty sure he is just their if there is a shooting

I believe the main job is to keep students safe.

I don't he is a cop soo

i don't know i just had to pick an answer

I think they should care about the kids and keep them safe.

idk

It depends on the situation

Just a part of what he does he influences students to make good choices

keeps people safe from fights

not sure. I've only seen his standing in doorways holding his vest.

nothing

Sure

That is what he is here for.

the law? will they take me to jail?

Their job is to keep us safe

ummmm, if not i would question why they have a badge and a gun. they need to help and keep things safe. they will deal with law breakers if need be!

While that is important I believe there is more important things.

why else would you hire him

ya

yes

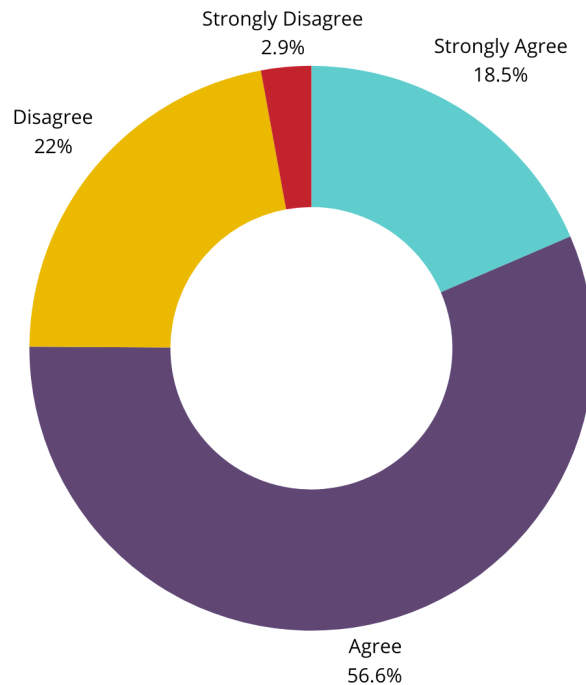
yes

Yes and fun with it.

Yes!

TRUE

The main job of our school resource officer is to teach about safety and law enforcement.



Comments

Because he is a G.

bothers

Does he have any classes?

HE also has to be a g

he has a great relationship with my whole family i am even friends with his children

he hasnt really talked to us about that so):

He is here to enforce the law not to teach kids about it, that is literally why we are here at school. To learn things.

he is there to help and make people feel good.

He truly does it all.

He's good at doing that!

He's pretty cool

i don't know i just had to pick an answer

I feel like thats something he does very well

I think that that should be one of their main jobs but examples of that happening are rare if I've even seen any. we are told what to and not to do and that is the extent of which I have seen the students be taught in that subject.

i'd put idk

It is to help people and If a inroter comes in he can pertecked us

no, they could care less. if something like that happens it would be in grade school and the police chief would come in to be honest. you can ask questions and they would answer but that is not their main jobs LMAO!

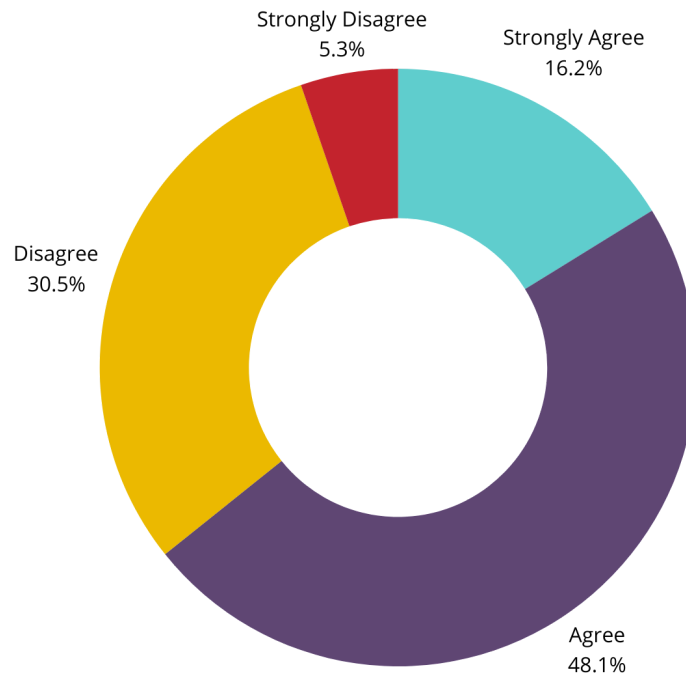
only sometimes

They are her to keep us safe not to tech us.

this will help kids know what not to do and he already does this

Uhh.. Yeah if its job idk tbh but yeah sure

The main job of our school resource officer is to build relationships with students.



Comments

Agree and Disagree

eh idk

He does it, and it makes people feel safer around police officers.

he has a good relationship with most people

He has made a bunch of goo relationships with students.

He is a G

He is a G.

He is here to enforce the law no to be best buddies with the kids.

He is here to prevent bad things from happening but it is also important that he gets to know us so we know we can talk to him.

he only talks to certain people. I don't mind.

He truly does it all.

he's nice to alot of students

He's pretty cool

I don't know i just had to pick an answer

I don't think he should be getting too close.

I don't think it's bad if he does make connections with student, I'm just not sure that's his main job.

I feel like this is one of the most important part about having an SRO, Building the gap between law enforcement and the community.

I guess

I think our school resource officer's main job is to keep students safe.

I think that is somewhat important.

I wouldn't say it's his main job.

idk

idk sure

If he does this students will feel more comfortable making reports

if they build relationships students may feel more comfortable with them

It is to keep us safe.

It not the main job but I do think that it is a great thing for them to do

It's better to know who your working with so you can help them more.

its mostly to keep us safe

Its not the main job but he can if he wants to

kind of but i don't really know

Likes to build strong relationships with my peers and I.

no its to protect the school

not him job

Not really their point of being here

not the main job

Not the main job, but does act friendly towards students

other than very few outliers, I don't know anyone personally that has a relationship with the officers unless you mean saying hi when the cop addresses them.

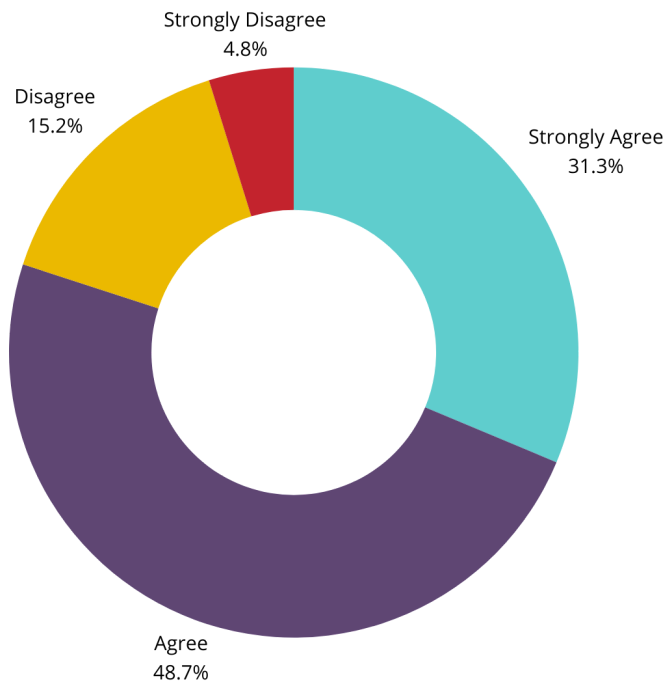
Prolly idek :3

That absolutely does not happen. He has no interest in that.

this is one thing that will be needed to be in the school. i know i would not want a crab ass yelling at everyone lol, i feel like more people would listen to him if he has at least a nice tone at the least.

to stop fights

I often see our school resources officer in public areas and/or events at our school.



Comments

a lot

at football.

at lunch and in hallways

Because he is a G.

cuz hes always in the lunch room, or hallway

Every once in a while I will see him here and there and say hi.

he coaches the football team that practices behind my house

He goes to pretty much everything

He is always everywhere helping out.

He is always here.

HE is there cause he a G

He was my football coach

He's friendly and interactive

He's normally at the front doors gossiping with other staff.

He's pretty cool

I don't ever recall ever seeing Officer Chaney at events at school.

i dont go to them so idk

I have not seen our officer in public

I have seen them at after school activities before.

I see him around the area a lot.

I see him at football

I see him at local things.

I see him at school events.

I see our old officer at more things than the officer now even though he doesn't have to come to these things anymore.

I usually see him in the morning on the second floor, but I don't really see him anywhere else.

I've never seen him anywhere outside of school.

I've only seen him by the front doors.

idk

idk

lunch and outside

mostly hangs around the gym doors

Only see him at school.

sometim3s

they are in the school with events and sometimes at kids cops and cars, but with over 200 police officers i dont think the resource officers would need to do all of that. school events yes but it just depends on the sro. Tim Chaney does more in school events but Joel Hopps did more of both like he went fishing with the kids and just did more.

Usually in the lobby in the morning/after school, never really seen him at events though

ya

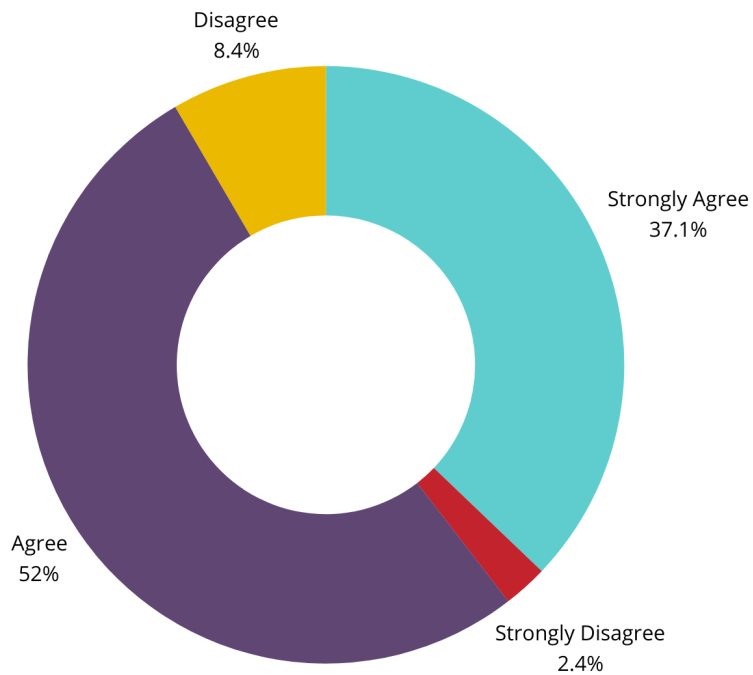
yes

yes

yes

YESSIRR!!! (>_<)

I feel our school resource officer deters school shootings from occurring in our building.



Comments

Anything can happen, but it would help when it were to happen.

Haven't had one but I'd hope

Having an officer makes school shootings occur less often

He does but also I don't know how much one officer can do

he dose very good because he is a G

he got that thang on him.

He has a gun too to protect us

He is a G.

he is a very great person and officer

He truly does it all.

he would scare me if I was a shooter

He's pretty cool

i am not very concerned with school shooing's at Denfeld

I don't know how to answer this question so maybe...

I don't know maybe

I don't know what deter means

I don't think anyone in the school would in general, but with an officer it's even less likely.

i dont think someone with a semi automatic rifel will give any fricks about a cop with a basic 9M pistol lol.

I haven't experienced a school shooting and don't think I've seen anyone with a gun.

I mean from what ik we haven't had one

I think that we should have 2 officerrr

I wouldn't know we haven't had one.

I'd something happens he can radio/call backup

I'm not confident about this because I'm not sure whether or not the person causing the shootings would know we have an officer.

I've never had to experience this so I would not know but I think he would.

idk

Isn't that one of the main reasons they is here?

It hasn't happened so I don't know

just one officer isn't really going to deter anyone

Maybe I don't know

Maybe?

never had one

never seen shootings at school but he could stop them

Not my place to say anything on that topic.

shoot them

Very skilled.

we have never had a shooting

We haven't had a school shooting so I don't really know.

would not know

Yeah huh Guh huh

yes

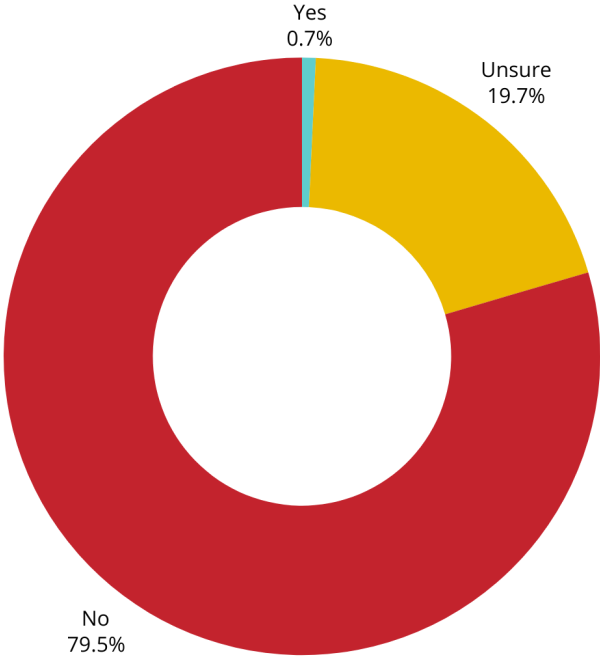
yes

yes and plus you cant even open the doors unless they are unlocked

yes duh

Yes he will protect us!

Have you ever received a citation from a school resources officer?



How did it affect you?

I parked in main lot one time and I got a parking ticket and I haven't parked there since then.

it was not here

nothing

Did you feel supported by the administration or the school resources officer after receiving the citation?

No

idk

yes

Did you also receive school discipline, such as suspension? If so, what was it?

No

idk

nothing

What are your overall feelings about receiving an citation and the process? (courts, diversion, probation, dismissal, etc.)

I don't think it is totally right because I don't think I will be able to get a parking pass next year due to the fact I got a ticket, when I only parked in main lot one time because I was gonna be late if I didn't.

idk

no

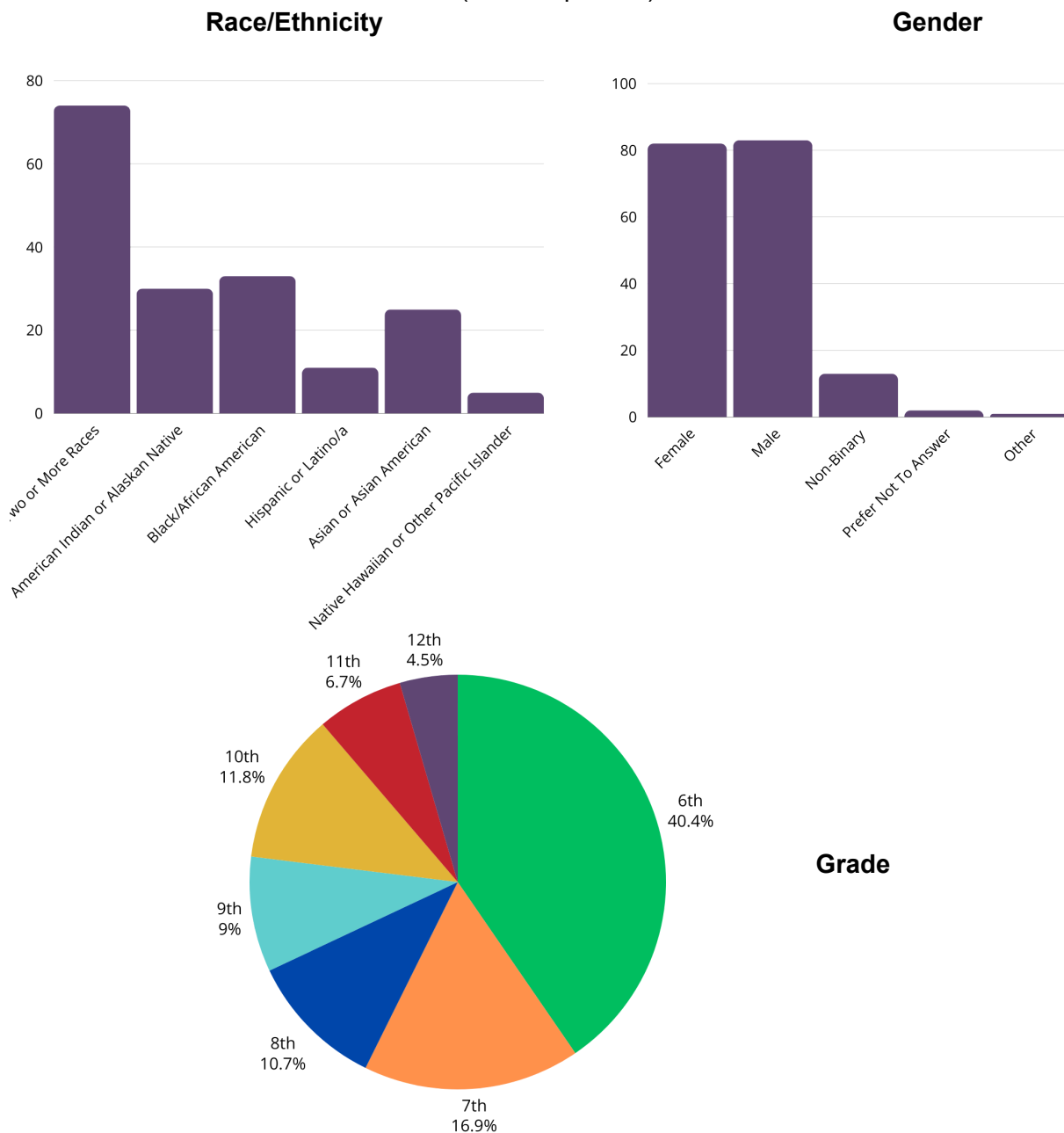
2024 School Resource Officer Survey

The School Resource Officer Survey was sent to students at Ordean East Middle School, Lincoln Park Middle School, East High School and Denfeld High School. Each school was given a window of time to offer students time to fill out the survey, which students were able to take on a voluntary basis.

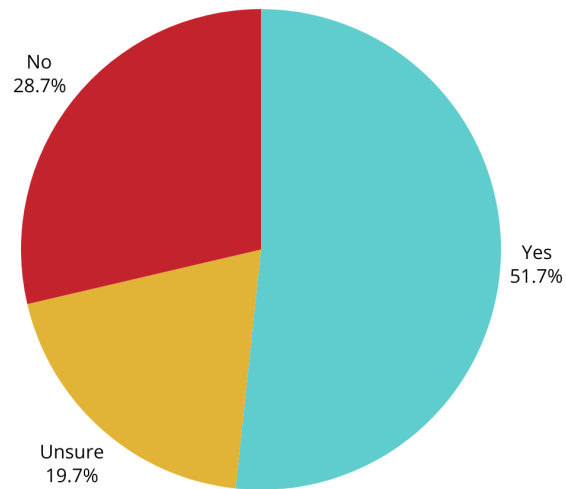
It was also sent to parents/guardians from these four schools as well. Multiple reminders were sent to students and families and they were asked to fill out the survey even if they didn't know their school resource officer or haven't had contact with them.

Non-White Students

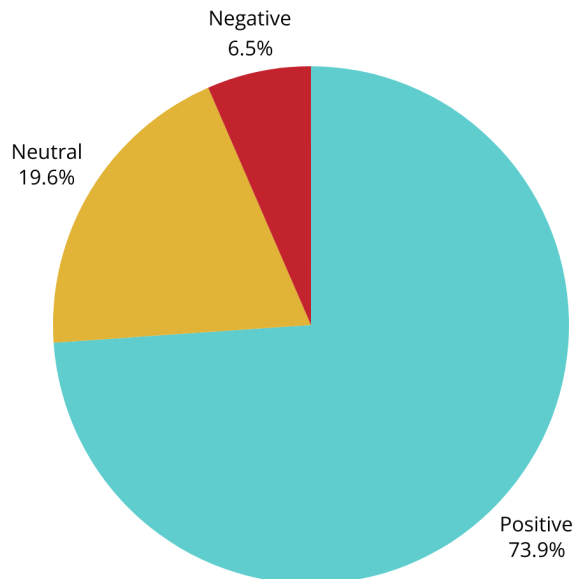
(178 Responses)



Have you ever had an interaction with the school resource officer at your school?



How did you view that interaction?



Any comments about interaction:

He always asks about sport really nice guy

he doesn't let kids talk when he's talking to them, he interrupts a LOT.

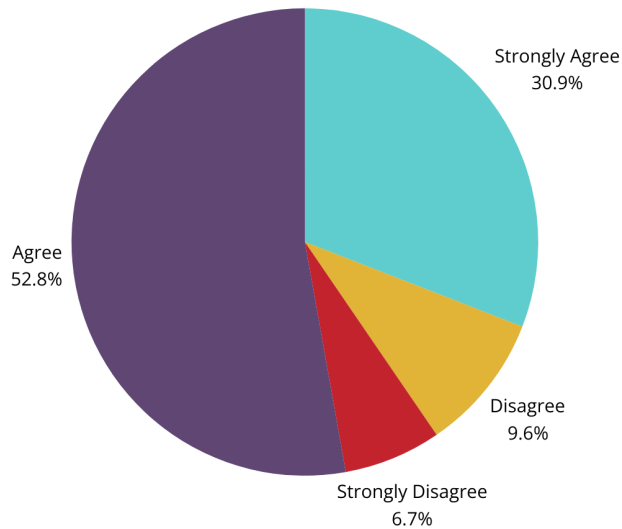
he gave me candy he is my bestie for real

He helped me with unlocking a door so I could get my water bottle.

He is my friends old football coach

he made a joke when I was talking with my friends
He was cool
He was really friendly and I loved to talk to him about the police force!
he's chill
his ass was tweakin
i asked him how his day was
I just got candy and wanted candy
i just said hi
I saw the officer smash a girl into the wall, he also had been very aggressive with one of my friends but all the times I have interactive with him he was polite and nice.
Incriminating questions, seeming suspicious of kids just trying to use the restroom
It was litt frfr
It was nice meeting him and talking to him
Just saying hello.
no he just asked me how my day was when we were at lunch
no it was really nice
officer hana is my bestie and he is real chill
Officer Hanna is my bsf he nice
Said good morning
Said hello and just introduced himself.
some girl were yelling at me and he came up and stopped them from hitting me
Super Positive didn't feel like I was in trouble
Told me my lunch was healthy two days in a row.
very nice and kind to everyone
Very nice and very 🌟
Very positive
We have the best school resource officers, that are a huge benefit to students
we talk about football cuz we both know each other

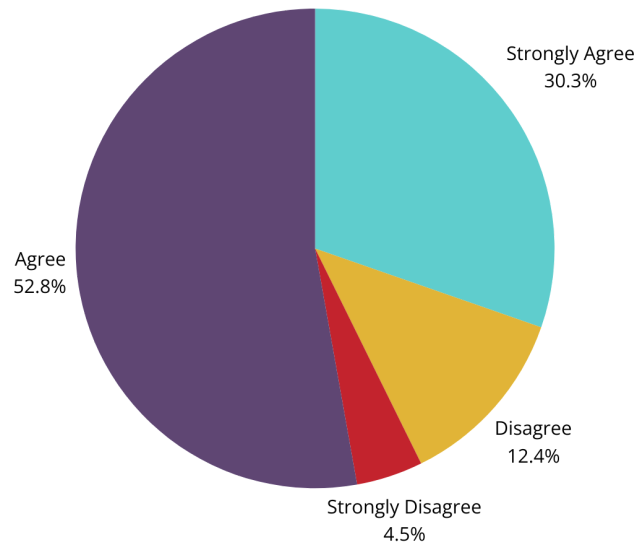
I feel comfortable reporting dangerous or suspicious activity to our school resource officer.



Comments

Even stronger agree
he ain't standing on no buisness
he is always a good person to talk to if something happens
hes a police officer ofc i would likkkee...
I can trust him.
I don't like him
I don't talk to those delinquents
I feel like i can be able to tell him things
I feel most safe reporting it to Ms rust, she is less intimating and she is kind
I wouldn't tell him
if I felt that me or someone else was in danger of being hurt in some way then I would say something but it is not my job to stop kids from doing what they want with their own bodies.
If there was a real emergency then yes
It doesn't feel like what i say is going into someonw who doesn't care
most of the time i feel comfortable doing it, but ask them to not say that i was the one that snitched
Only guilty people need be worried
Sometimes you feel like you'll get made fun of for reporting something, or I figure that it's already been reported.
There can be a school threat at any time and that makes me scared
Wouldn't know where to find him in the first place
yes hes nice

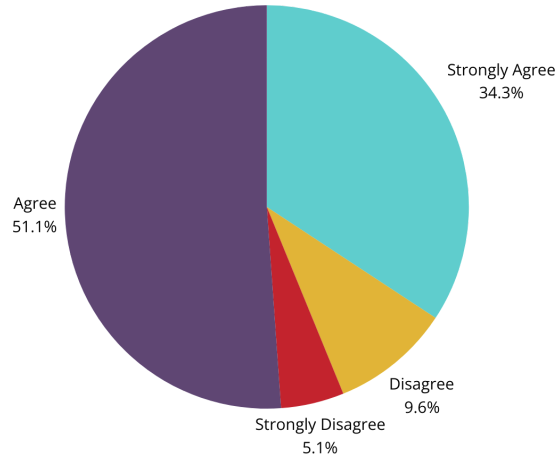
I would feel comfortable talking to our school resource officer



Comments

cuz I don't like talking to adults
he always lets he talk to him about anything
He is very nice and I love to talk with him.
He seems weird I liked Officer Ed much better
hes a nice and funny person
i do everyday
I'd rather not just spark up a conversation with a cop but if they talk to me or I have a questions then I would not hesitate to reach out
Im kinda a shy person, so speaking to others is hard for me
ion talk to grown men
saw a POC I never feel 100% safe with a police.
we talk in the hall all the time
why wouldnt why??

Having an school resource officer makes my school a safer place



Comments

be worrying about the wrong things

because obviously he's a cop

I believe the school should have them because we need someone who is allowed to stop people psychically at a time in need.

In case of emergency, yes

On GAWDD shawty fr looking out 4 all the bad kids and is dumb respectful ong

one police officer vs a threat not a good chance

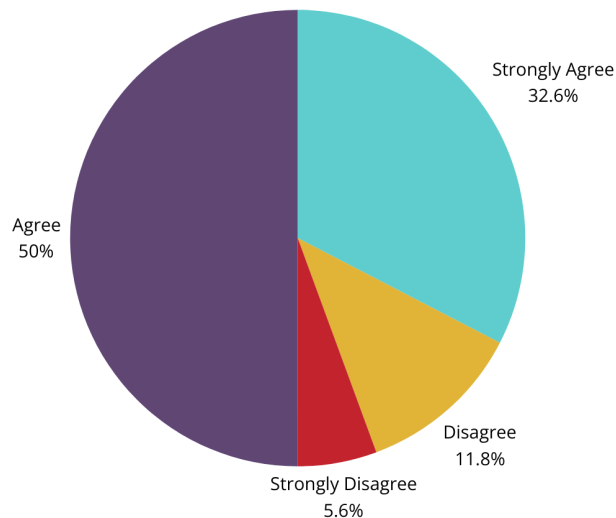
Pro resource officer

Probably does

really caring about other kids

there are still delinquents

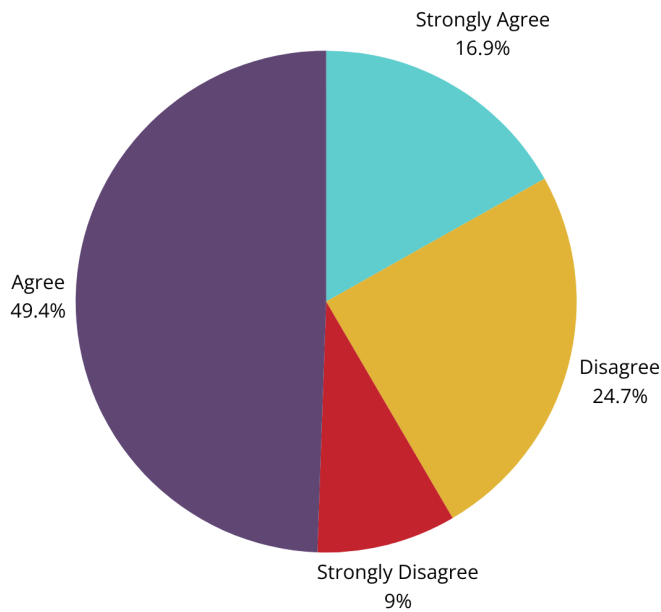
Our school resource officer makes me feel safer.



Comments

he does but i never talk to him
I guess they make me feel safe in the sense that I'm more likely to survive a school shooting or something but knowing our corrupt police system's history with unlawful events and actions I do not trust them wholeheartedly in any way.
Kinda have no idea what he does
nobody makes me feel safe besides me

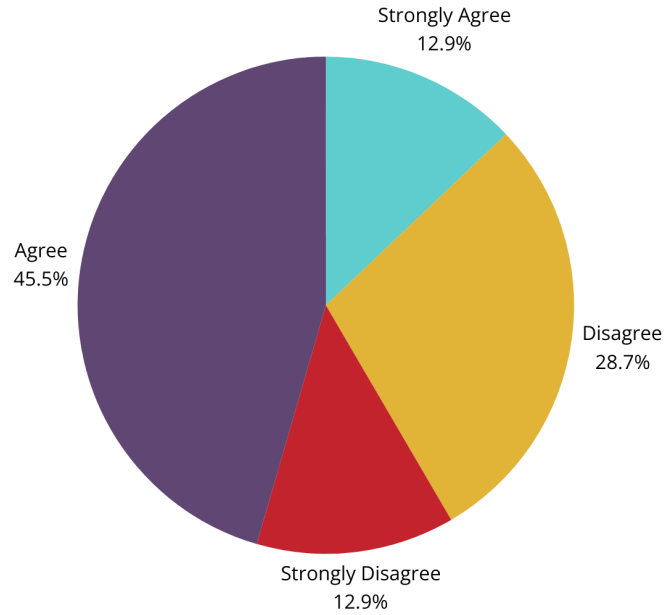
Our school resource officer helps keep students from fighting.



Comments

a lot of kids fight in hidden places where no staff can be seen.
he runs up and says "hey..... stop!"
I don't know
I'm unsure but I think he does.
idk what to say for this but if they start fighting he can js pull them away from eachother
Its his job so like yeahhuuu :P
Never seen it
people still fight
somewhat agree
they just fight in the br.
they stop fights from continuing in school grounds for sure.
umm yeah ig

Our school resource officer helps students from being bullied.



Comments

Also never seen it

always

bullying is rarely physical and I have never seen the officer step in when words are getting to be too much or someone is getting ridiculed.

eh most of the time its not that bad to the point where he needs to like stop them idk

I don't know

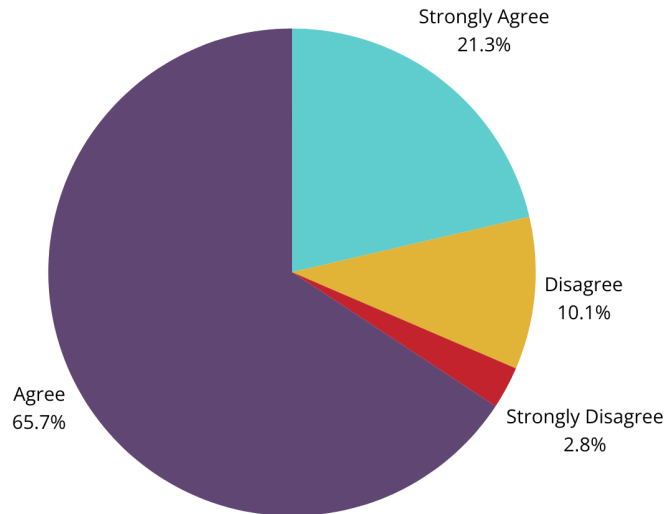
It's not that I don't think he stops them from being bullied, I've just never seen it before. I've also been called a racial slur on the stairs once.

people still bully

Still unsure

there hasn't been one time I've seen a police stop kids getting bullied.

The main job of our school resource officer is to enforce the law.



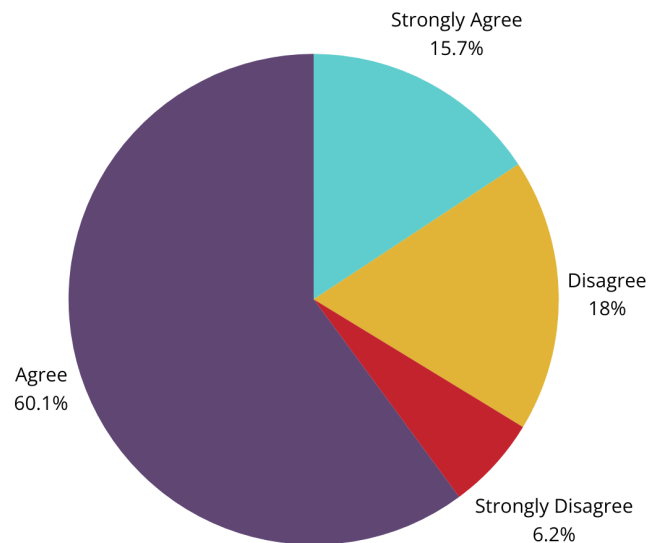
Comments

Duhhh.. He a police officer >.<

hes mainly there to make sure we aren't doing anything bad to each other

idk

The main job of our school resource officer is to teach about safety and law enforcement.



Comments

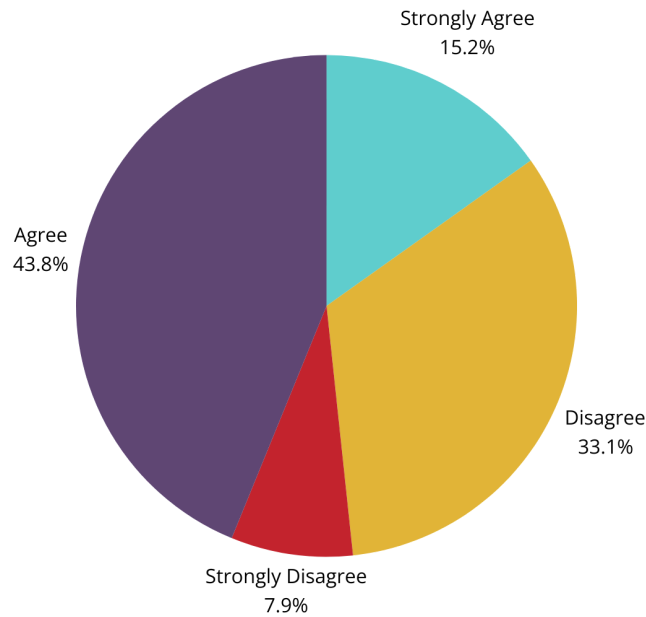
I think that that should be one of their main jobs but examples of that happening are rare if I've even seen any. we are told what to and not to do and that is the extent of which I have seen the students be taught in that subject.

i'd put idk

They are her to keep us safe not to tech us.

Uhh.. Yeah if its job idk tbh but yeah sure

The main job of our school resource officer is to build relationships with students.



Comments

eh idk

he only talks to certain people. I don't mind.

I don't think it's bad if he does make connections with student, I'm just not sure that's his main job.

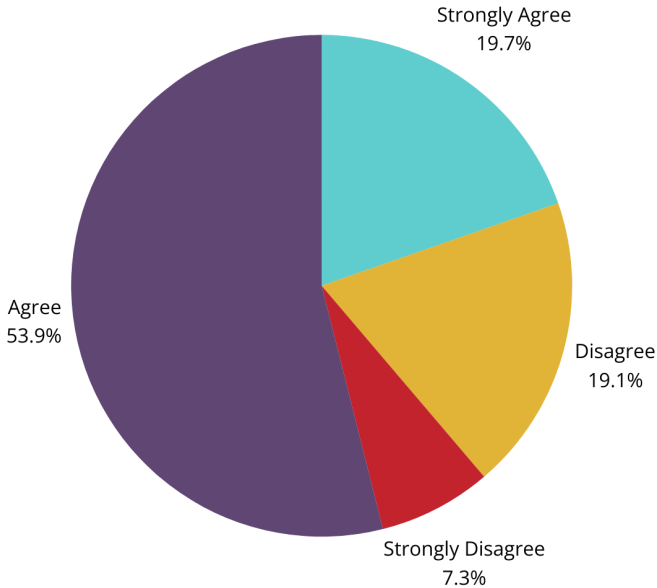
I guess

no its to protect the school

other than very few outliers, I don't know anyone personally that has a relationship with the officers unless you mean saying hi when the cop addresses them.

Prolly idk :3

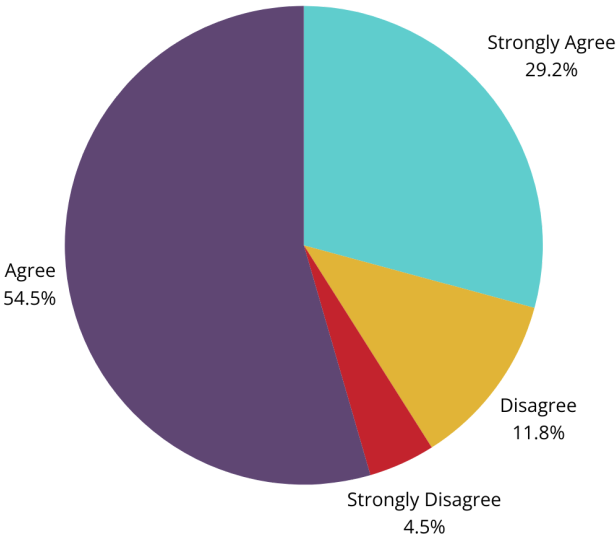
I often see our school resources officer in public areas and/or events at our school.



Comments

cuz hes always in the lunch room, or hallway
I don't ever recall ever seeing Officer Chaney at events at school.
i dont go to them so idk
I have not seen our officer in public
I usually see him in the morning on the second floor, but I don't really see him anywhere else.
Usually in the lobby in the morning/after school, never really seen him at events though

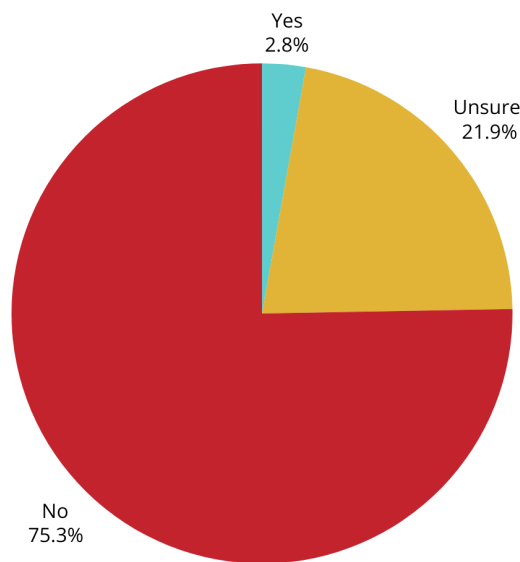
I feel our school resource officer deters school shootings from occurring in our building.



Comments

I haven't experienced a school shooting and don't think I've seen anyone with a gun.
I'm not confident about this because I'm not sure whether or not the person causing the shootings would know we have an officer.
Maybe?
never had one
Yeah huh Guh huh
yes and plus you cant even open the doors unless they are unlocked

Have you ever received a citation from a school resources officer?



How did it affect you?
nothing

Did you feel supported by the administration or the school resources officer after receiving the citation?
yes

Did you also receive school discipline, such as suspension? If so, what was it?
nothing

What are your overall feelings about receiving an citation and the process? (courts, diversion, probation, dismissal, etc.)
No

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

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

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

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

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

ARTICLE I

SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

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

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

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

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

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

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

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

RESPONSIBILITY OF SCHOOL DISTRICT

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

services:

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

ARTICLE IV

RESPONSIBILITY OF CITY

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

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

ARTICLE V
JOINT RESPONSIBILITIES

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

ARTICLE VI
INDEMNITY AND HOLD HARMLESS

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

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

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

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

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

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

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

ARTICLE VII GENERAL PROVISIONS

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

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

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

7.2 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

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

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

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

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

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

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

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

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.
709

By: _____
Mayor

By _____
Chairman

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

507.5 SCHOOL RESOURCE OFFICERS

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)

First Reading: 06.18.24

Focus Area		Objective Not Met	Objective Met at Below Level	Objective Met at Average Level	Objective Met at Superior Level
Building Relationships					
	Met with Student Groups who Requested	Met with less than 70%	Met with 70%- 89%	Met with 90-100%	Met with above 100%
	Introduced themselves to students and staff during various meetings (joined staff meetings or assemblies)	Introduced/Joined less than 3 times	Introduced/Joined 3-4 times-	Introduced/Joined 5-6 times	Introduced/Joined 7 or more times
	Attended site based community outreach activities (i.e. open house, jumpstart, first football game of the season, etc.)	Attended less than 3	Attended 3-4	Attended 5-6	Attended 7 or more
	Increased visibility in before and after school and during lunch	Less than 70% of student surveyed agrees /strongly agrees	70-89% of student surveyed agrees /strongly agrees	90-99% of student surveyed agrees /strongly agrees	100% of student surveyed agrees /strongly agrees
Assessment of SRO Program					
	Participated in monthly/quarterly data review at each site and by levels to go through citations being issued	Participated in 0-1	Participated in 2	Participated in 3	Participated in more than 3
	Each site principal participated in the personnel evaluations of	0-1 principal participated	2 principals participated	3 principals participated	Each site principal participated

	SRO's				
	Student Survey (May 30-June 9)				
	Family Survey (May 30-June 9)				
Professional Development					
	Received training on working in schools and with students	0- 2 SROs trained	3 SROs trained	4 SROs trained	All 4 SRO trained and received related additional training
	Received training on anti bias policing, implicit bias, restorative practice, and cultural competency	0- 2 SROs trained	3 SROs trained	4 SROs trained	All 4 SRO trained and received additional related training
	Participated in the same training as teachers/staff (i.e. behavior interventions, trauma informed, implicit bias, and cultural competency etc.)	1 SRO participated	2 SROs participated	3 SROs participated	All 4 SROs participated
Communication and Transparency					
	Provided citation and complaint data in timely fashion	Updated three months late	Updated two months late	Updated a month late	Updated every month
	Provided relevant personal and personnel information for the SRO website	Updated two or more months late	Updated within a month of when change is made	Updated within a week of when change is made	Updated before change is made

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: Strategic Plan Progress Monitoring Calendar Update

Presenter(s): Superintendent Magas

Attachment (yes): Yes

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

Review of strategic plan action items to be presented at the COW meetings throughout the year.

This Requires School Board Approval Yes No

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: 2024-2025 Planning Highlights

Presenter(s): Senior Leaders

Attachment (yes):

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

Senior Leaders will be sharing highlights of the upcoming school year of the departments they oversee.

This Requires School Board Approval Yes No

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: Business Services Update for 2024-2025 School Year

Presenter(s): Simone Zunich

Attachment (yes): Yes

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

Presentation of current and upcoming projects for 2024-2025 school year related to Business Services.

This Requires School Board Approval Yes No

Finance Department

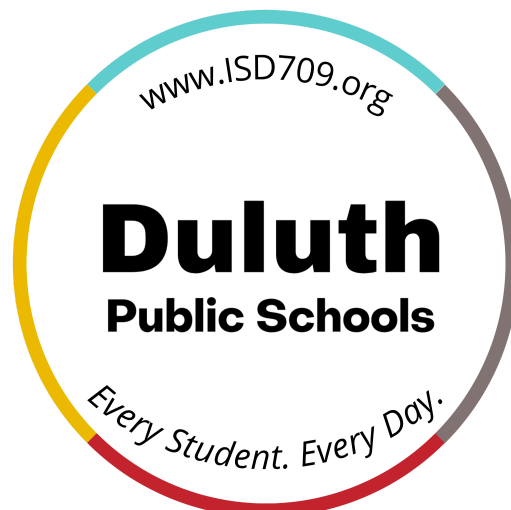
- Beginning FY24 Audit process
 - Wipfli on site at District Service Center Aug 7-9

Transportation Department

- Transportation Systems Upgrade
 - Complete rollover of new transportation software
 - Align routes to maximize efficiency
 - Improve communication systems
 - Software system communicates with Infinite Campus in a nightly import

Child Nutrition Department

- Child Nutrition Systems Upgrade
 - Complete rollover of new food service software
 - New POS (Point of Sale) terminals being installed at sites
 - Software upgrade communicates with Infinite Campus



HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, August 12, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report (Reports will resume October 2024)	
2) Child Nutrition Department Report	4
3) Facilities Department Report	5
4) Presentation on Radon Test Results (2024)	8
5) Technology Department Report	23
6) Transportation Department Report	25
3. <u>Recommended Resolutions</u>	
A. B-8-24-4052 - Acceptance of Donations to Duluth Public Schools	26
4. <u>Consent Agenda</u>	
A. HR Staffing Report	27
B. Job Description - Engineer II	28
C. Job Description - Second Shift Engineer I	38
D. Job Description - Second Shift Engineer II	44
E. Finances	
1) Financial Report	50
F. Bids, RFPs, and Quotes - None	
G. Contracts, Change Orders and Leases	
1) Contract - 2024-2027 Duluth Community School Collaborative	51
2) Contract - Kuder (College & Career Readiness)	62
3) Lease - 2024-2025 Lease for Tech Village (ALC/AEO)	66
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	70
B. No Cost Contracts	139
C. Revenue Contracts	146

**Human Resources Report Summary
August 2024 Activities**

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	17	20
# Retirements	0	2
# Resignations	3	4
# Leave of Absences	1	2

HR Department Updates:

The HR department is finalizing New Hire Orientation and expects to have approximately 85-95 new hires attend on Tuesday, August 20th.

HR Leadership will be providing a 3 hour training to the Duluth Leadership Team the afternoon of August 13th. Topics will include Employee Coaching, Performance Management and Progressive Discipline Process; Employee Investigation Processes, Onboarding and other HR101 topics such as Fair Labor Standards Act, Sick Leave Abuse and Misuse, and Family Medical Leave Act. In addition, the HR Team will be providing Reasonable Suspicion training to the same group later this year.

On August 7, the HR team participated in a job fair at the Duluth CareerForce center and will also be the Business of the Day on August 12th. Staff from HR, as well as leadership from both transportation and maintenance will be onsite at the Duluth CareerForce center to provide immediate application and interviews for positions in their departments. Teachers On Call will also join us at the event to promote substitute paraprofessional hiring.

Charlie Cook, HR Manager attended the MN Public Employer Labor Relations Association Summer Conference August 7-9 with key topics being Leveraging Artificial Intelligence to Enhance HR and Labor Relations Practices, State Family Medical Leave Program, Negotiations, and Labor and Employment Legislative Updates. Theresa Severance, Executive Director of Human Resources attended a Legal Update for School Administrators on August 8 with key topics on New Legislative Laws and Case Law Updates affecting schools and education, Due Process in Employee Investigations, and Issues Created by 2023 Legislative Changes.

Benefits Updates:

The Benefits Department is preparing for the new school year by planning more ways to get benefit information to our employees. This includes a new way for people to enroll in their benefits, additional educational materials, and bringing in more of our experts from our benefit partners to help inform new and existing employees of all of their benefits and options. The Benefits Department will also participate in a New Hire Orientation in August for all of our brand new employees to provide benefit information and answer questions.

Hiring Updates:

Certified: To date we have filled 194 positions, 73 external hires.

Teachers

- District Wide (2)*
- Elementary (2)*
- Middle School (5)*
- High School (1)*
- Special Education (5)*
- Adult Basic Education (1)*

Non-Certified: To date we have filled 77 positions, 25 external hires.

Child Nutrition (3)

Maintenance (10)

- Custodian I (4)*
- Engineer II (2)*
- Master Electrician (1)*
- Second Shift Engineer II (3)*

Playground/Cafeteria Monitor (8)

Technology (1)

Transportation (5)

- School Bus Driver II (4)*
- School Bus Helper (1)*

Paraprofessionals (13)

- Mental Health Practitioner Check and Connect (1)*
- Pre-school Paraprofessional (1)*
- Sp. Ed. Program Paraprofessional (2)*
- Sp. Ed. Building Wide Paraprofessional (5)*
- Supervisory Paraprofessional (1)*
- Sign Language Facilitator (2)*
- Tech Tutor-Construction*

Contract Negotiations:

Negotiations are completed with both the Clerical Unit and the National Conference of Firemen and Oilers (NCFO). We have tentative agreements with both units and are likely to bring those forward to the Board for approvals in August (Clerical) and September (NCFO). The Clerical unit has tentatively agreed to 2- 2 year contracts for 2023-2025 and 2025-2027, and the NCFO with a 3-year contract for 2024-2027. We continue to meet with the District-Wide Instructional Administrators Association with the next meeting scheduled for August 23rd This is the final group to negotiate for the 2023-2025 cycle.

Child Nutrition Report

July 2024

Summer Meals

A glimpse at meal counts at the various meal sights.

Jul-24														
Monthly Report														
Meal counts	Breakfast					TOTAL	Daily Ave	Lunch					TOTAL	Daily Ave
	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024			7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024		
Lincoln Park	3	36	141	170		350	19	37	91	199	194	521	29	
MacArthur	292	414	308	337		1351	75	316	402	335	374	1427	79	
MacArthur Bags- NW							0	150	359	132	132	773	43	
Myers-Wilkins	167	304	73	86		630	35	282	340	214	203	1039	58	
Aicho- Myers	30	50	50			130	7	90	150	150		390	22	
Center City- Myers							0	102	170	56		328	18	
Piedmont	60	102	339	308		809	45	111	219	449	485	1264	70	
Piedmont Bags- NW							0	46	63	48	64	221	12	
Goldberg Boys & Girls (PB)							0	43	50	58	63	214	12	
Lincoln Boys & Girls (PB)							0	72	114	109	137	432	24	
Stowe	30	53	61	52		196	11	143	219	250	229	841	47	
Denfeld	60		94	79		233	13	135	279	311	306	1031	57	
Rockridge	73	100	71	93		337	19	78	115	48	79	320	18	
Average per day							224						489	
TOTALS						4036						8801		

Harbor City International Contract for lunch meals 24-25

We have finalized a contract with Harbor City International to provide them with meals for the 24-25 school year. These meals follow the National School Lunch rules and regulations in quality, and quantity. This partnership began in 2011 and helps them provide meals for their students daily. The meals are prepared and shipped daily out of Denfeld Highschool.

New Infinite Campus for Foodservice Program

We continue to learn and begin the implementation of our new cafeteria system that is connected with the Infinite Campus Enrollment system. We are mailing out postcards to all households letting them know of the changes for completing an online application for Educational Benefits and making online lunch payments for meal extras.

New Employees

Working with Human Resources, we have had a nice number of great candidates for employees. We have been busy hiring 6 new employees for our cafeterias. We currently have 4 positions left to fill. This is a major improvement over the last few years.

Outstanding Lunch Debt

Having Universal Free Meals in all of our schools has really impacted our overdue lunch accounts in a very positive way. The Child Nutrition Staff did a great job in the school cafeterias keeping extra charges down, unless a student had money in their account. The year ended with an outstanding amount of \$9,450.00. A billing was done and we will do another before school starts. Unpaid balances will transfer to the new year.

Facilities Management & Capital Project Status Report August 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 171 work orders and are currently working on 301 open work orders.
- Inspection of the Storm Water systems has begun to develop upcoming maintenance plan.

Capital / Construction

- Lincoln park pool resurfacing is complete and pool is filled, waiting on MDH inspection
- Lincoln Park pool new Motor, Pump and VFD installed and running, Sand Filters are installed and flowing. Punch list items all that remains
- Lowell Elementary Kemps damage repair has begun and should be completed soon after the color matched brick arrives
- Stowe new front entryway concrete installation completed
- Dry Sprinkler system installations for Lincoln Park and Ordean are installed. Waiting on Johnson Controls to program in the new system control points.
- Myers Wilkins Northland Construction has begun the parking lot curb and sewer reset.
- Homecroft Parking lot rebuild is underway.
- Lowell new flooring is installed.
- Lowell temporary art room is being installed in Barnes Gym.
- Lowell Sheetrock is installed and painting is underway.
- Laura MacArthur flooring is being installed.
- PS Stadium Musco lighting inspection and maintenance to begin around August 22nd.
- Lester Park room 130 renovation ongoing, waiting on painting.

Discussion with Legal Representation

No discussions

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 MacArthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Automotive hoist at Denfeld HS replacement install complete. After electrical hookup is complete, safety certification will be completed.
 - Radon testing results will be presented at August COW meeting.
 - Fire code corrections at East HS still under way
 - Basketball hoop inspections completed - repairs complete at elementary and middle schools. Repairs for East HS and Denfeld HS are in the process of being scheduled.

- **Regulatory Reporting**
 - Nothing needed in July

- **Systems & Technology Updates**
 - Nothing new in July

- **Training**
 - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 28th.
 - I Love U Guys Foundation Standard Response Protocol training scheduled for Duluth Leadership Team Thursday Aug 15th from 1:00-3:00
 - Captivate Media putting final touches on parent/student training video for emergency procedures.
 - Respirator training and fit testing scheduled for August 12th.
 - Lexie received Certified Safety Professional license from the BCSP July 22.
 - Lexie attended Homeland Security and Emergency Management School Based Emergency class July 16-17th.
 - Lexie completed mobile elevated work platform trainer training July 31

- **Chemical and Hazardous Waste Disposal**
 - Other old chemicals at DNT picked up.
 - Bulb and battery pickup date being scheduled.

- **Document Updates**
 - Emergency Operations Plan updates complete.
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

- **Injury and Incident Statistics**

- **July 2024 (as of 8/6/2024)**

- **OSHA Recordable Rate (TRIR): 0.00**
- **OSHA Recordable Injuries: 0**
- **Days Away from Work: 0**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 1**
- **Near Misses/Hazards Reported: 0**

- **2024 Year-To-Date**

- **OSHA Recordable Rate (TRIR) (Goal ≤ 1.00): 1.76**
- **OSHA Recordable Injuries: 11**
- **Days Away from Work: 59**
- **Days on Restricted Duty: 28**
- **Non-recordable Injuries: 61**
- **Near Misses/Hazards Reported: 15**

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.

Radon Testing 2024

Presented by Lexie Neff, CSP

ISD 709 Health, Safety, and Environmental Coordinator

What is Radon?

Radon is an odorless, colorless, tasteless gas that is naturally occurring.

Radon is created when uranium in rocks breaks down.

Radon is radioactive

Why Do We Care About Radon?

The radioactive radon gas is inhaled and can cause lung cancer if there is prolonged exposure.

Radon exposure is the second leading cause of lung cancer (behind smoking).

Not everyone exposed to radon will develop lung cancer. There are a number of factors that determine the health risk, including individual differences, exposure dose, and exposure time.

The highest chance for exposure is at home, but school is the second highest chance for exposure for school age children.

Radon Testing Procedures

Schools are not required to test for radon, but the Minnesota Department of Health (MDH) encourages testing.

Districts that choose to test must follow the MDH “Radon Testing Plan” with testing conducted by licensed individuals.

ISD 709 tests for radon every 5 years.

IEA, Inc was hired to perform radon testing in FY24.

Results are required to be presented to the school board and to MDH.

MDH Radon Result Requirements

RESULTS (pCi/L)	RECOMMENDED ACTION
LESS THAN 4	Re-test after changes to foundation or HVAC and every 5 years
GREATER THAN 4	Conduct CRM short-term testing during winter months
LESS THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Repeat CRM testing if not conducted during winter or if conducted during abnormal ventilation. Otherwise consider re-testing after changes to foundation or HVAC and every 5 years
GREATER THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Reduce radon in rooms to less than 4 through radon mitigation. Conduct CRM testing to verify radon reduction.

CRM: Continuous Radon Monitor

Pico = 0.000 000 000 001

2024 Radon Testing Results

All schools had passing radon testing results below the MDH action level of 4.0 pCi/L (picocuries per liter) (Pico = 0.000 000 000 001)

The initial round of short-term testing showed two rooms that needed follow up continuous radon monitoring (CRM) testing. The follow up testing was well below the 4.0 pCi/L action level.

Congdon Park Elementary rm 126B (small staff workroom) - CRM 1.2 pCi/L

Lincoln Park Middle School rm 1532 (small calming room) - CRM 2.4 pCi/L

Building Specific Testing Results

Congdon Park Elementary School

Short-Term Monitoring

TABLE 11: CONGDON PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	40	5	0	1 ¹
¹ Room 126B – 5.0 pCi/L				

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 0.2	² 5.1	¹ 1.7	² 5.9	¹ 1.2	² 5.5
126B						
¹ Readings during occupied times: 7 a.m. to 5 p.m. ² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.						

Building Specific Testing Results (Continued)

Lincoln Park Middle School

Short-Term Monitoring

TABLE 8: LINCOLN PARK MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	81	9	0	1 ¹
¹ Room 1532 – 4.1 pCi/L				

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 2.0	² 6.5	¹ 2.9	² 6.5	¹ 2.4	² 6.5
1532						
¹ Readings during occupied times: 7 a.m. to 5 p.m. ² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.						

Building Specific Testing Results (Continued)

Denfeld High School

TABLE 2: DENFELD HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	123	1	0	0 ¹
¹ All below action level				

East High School

TABLE 14: DULUTH EAST HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	126	0	0	0 ¹
¹ All below action level				103

Building Specific Testing Results (Continued)

Ordean East Middle School

TABLE 5: ORDEAN EAST MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	1	0	0 ¹
¹ All below action level				

Rockridge Academy

TABLE 7: ROCKRIDGE ACADEMY RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	50	1	0	0 ¹
¹ All below action level				

Building Specific Testing Results (Continued)

Homecroft Elementary School

TABLE 9: HOMECROFT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	35	0	1	0 ¹
¹ All below action level				

Lakewood Elementary School

TABLE 3: LAKEWOOD ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	38	0	0	0 ¹
¹ All below action level				195

Building Specific Testing Results (Continued)

Laura MacArthur Elementary School

TABLE 1: LAURA MACARTHUR ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	55	0	0	0 ¹
¹ All below action level				

Lester Park Elementary School

TABLE 10: LESTER PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	45	0	0	0 ¹
¹ All below action level				

Building Specific Testing Results (Continued)

Lowell Elementary School

TABLE 4: LOWELL ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	0	0	0 ¹
¹ All below action level				

Myers-Wilkins Elementary School

TABLE 6: MYERS-WILKINS ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	41	0	0	0 ¹
¹ All below action level				297

Building Specific Testing Results (Continued)

Piedmont Elementary School

TABLE 12: PIEDMONT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	57	0	0	0 ¹
¹ All below action level				

Stowe Elementary School

TABLE 13: STOWE ELEMENTARY SCHOOL RANGE OF RESULTS







	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	63	0	0	0 ¹
¹ All below action level				

Thank you!








Technology Department - July 2024 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 490K Emails Messages Accepted/Delivered. 
- 1.3K Rejected 
- 44K Spam folders 
- 3.48K were identified as Phishing 
- 47 were identified having suspicious attachments 
- 3.9K were identified as Spoofing 
- 0 emails were identified as Malware





- Account Information

- 6,570 Active Accounts 
- 8,154 Suspended Accounts 
- 26.58TB of storage 
- 259K Files shared externally 
- 227 Suspicious login attempts 
- 1.8K Failed user login attempts 
- 51 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- Q4 of 2024, you will see the results for Bid-1324 MAN and ISP Services. This is an USAC E-Rate bid/project to provide network connectivity from all our locations to ARK our Data Center as well as our Internet Services for the district. This bid will request a one year only contract/term (July 1, 2025 - June 30, 2026) due to school/location changes anticipated to take place during this period. DNT, ARVIG and Tech Village

- **Technology Help Desk Tickets**

- 205 New Technology Support Tickets Created 
- 204 Tickets were resolved 
- 167 Tickets remain unresolved 
- 58 Tickets are Digital Innovation Special Department ones 

- **Remaining 2023 Summer Project Updates**

- CDW-G/CTI Team will be onsite on ?? to reprogram the Boardroom AV system. They need three consecutive days not including weekends to reprogram and test the Crestron AV system. Currently working on Boardroom availability.

- **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
 - Project started on Monday, July 29, with CDW-G starting to configure the 264 Cisco switches. They are anticipating 2-3 weeks of work to just address this work.
 - The actual installation of the switches is scheduled to start at Denfeld on Monday, August 5, 2024

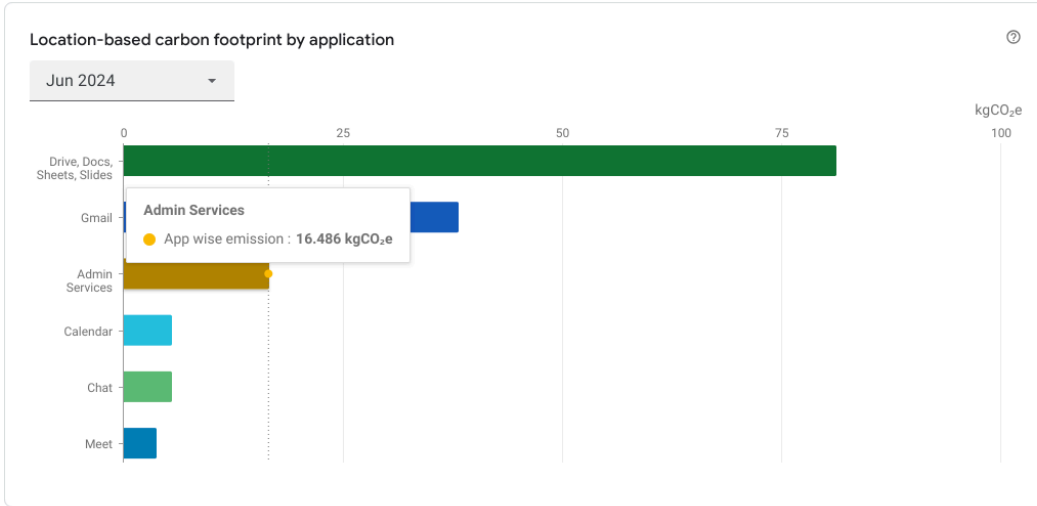
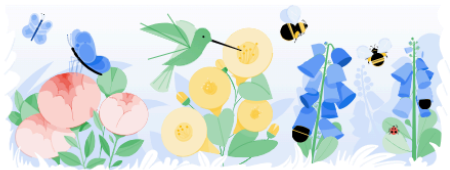
- **Fall/Winter 2024 Projects**

Technology Department - July 2024 Report

- ARK/Involta Data Center move is scheduled to start on Friday, October 18, 2024.

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

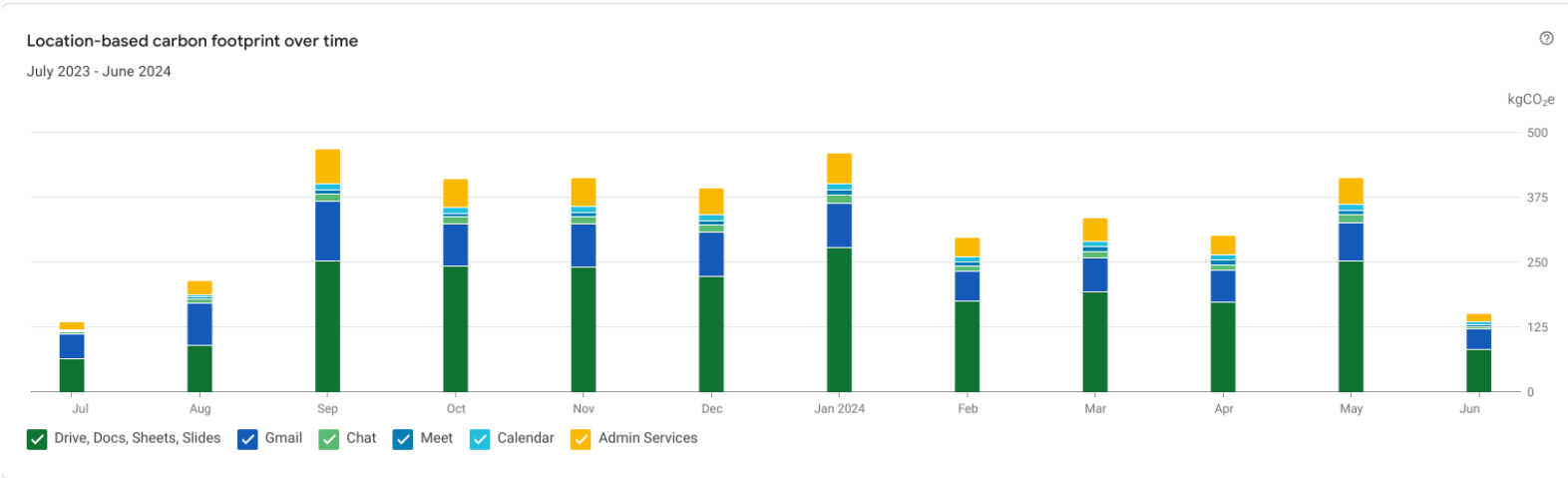
- [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
- 150.168 kg is our June 2024 Carbon Footprint. 
- 3.97934 is our May 2023 - April 2024 Carbon Footprint.

1 metric ton of CO₂e

1 metric ton of CO₂e is equivalent to carbon sequestered by **16.5 tree seedlings** grown for 10 years.

[View more equivalencies](#)



Transportation Report July 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.

We have completed our summer routing and have been working diligently on next years routes to assure a smooth start to the 24-25 school year.

Staffing (comments and concerns)

- We are short on drivers and helpers for the start of school.

Bus Maintenance

- The mechanics are getting the buses ready for inspections which has been pushed out until the end of the month.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is 83,114. Our goal is to have 50-60k miles average.

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
District Service Center	Chipotle	\$233.06	Unity In Our Community	Dine to Donate Fundraiser
District Service Center	Minnesota State Fair	In-kind	Unity In Our Community	Two Admission Ticket to the Minnesota State Fair
District Service Center	Park State Bank	\$3,000.00	Unity In Our Community	
District Service Center	Stephanie Johnson	\$500.00	Unity In Our Community	Blaze Credit Union
District Service Center	James Meyers	In-kind	Unity In Our Community	Top Golf - \$50 Game Play Certification
District Service Center	Maddie Christy	\$500.00	Unity In Our Community	
District Service Center	Alexa Salo	\$112.00	Unity In Our Community	
District Service Center	Lyndsey Manning	\$1,000.00	Unity In Our Community	

HUMAN RESOURCES ACTION ITEMS FOR: August 20, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, LUCAS K	ELEMENTARY ART SPECIALIST/LAKEWOOD,STOWE, (BA) III 8, 1.0, PUTZ A. TRANSFER	08/26/2024
BUFFINGTON, KATHERYN	SPED RESOURCE TEACHER/DENFELD, (BA+30) III 4, 1.0, DEMARS J. TRANSFER	08/26/2024
DENNSTEDT, RACHEL M	SPED ASD SETTING III/EAST, (MA) IV 6, 1.0, STEJSKAL J. DISPLACED	08/26/2024
HAMBY, HUNTER C	BAND TEACHER/DENFELD, (MA) IV 3, 1.0, LEHIGH J. TRANSFER	08/26/2024
HAMMOND, BETHANY A	SKILLS FOR SUCCEES, GRADE 6 ENGLISH, GRADE 8 ENGLISH/ORDEAN EAST, (BA) III 3, 0.6	08/20/2024
JOHANIK, SCOTT E	GRADE 3 TEACHER/LAURA MACARTHUR, (MA) IV 9, 1.0, HALLGREN T. TRANSFER	08/26/2024
KENKEL, EMMA T	EARTH SCIENCE TEACHER/EAST,(BA) III 1, 1.0,	08/26/2024
KNAPP, MICHAEL C	ASL TEACHER/DENFELD, EAST (MA) IV 9, 0.6	08/26/2024
KNUTSON, TERAH L	GRADE 8 SCIENCE,OUTDOOR ED/LINCOLN PARK, (BA+30) III 0.8,	08/26/2024
LAFONTAINE, MICHAEL R	CTE INTRO TO LAW ENFORCEMENT/EAST,DENFLED, (MA) IV 9, 0.2	08/26/2024
LUNSKI, BROOKE A	FIT INTERVENTIONIST TOSA/LAURA MACARTHUR, (BA) III 5, 1.0, GALLINGER C. DISPLACED	08/26/2024
MATHERLY, MADISON K	SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III 1, 1.0, MALY E. TRANSFER	08/26/2024
NESS, EMMA E	LTS SPED DCD SETTING III/EAST, (BA) III 1, 1.0, SCHNEIDERMANN M. PARENTAL LOA	08/26/2024
ROZEBOOM, BREANN R	MEDIA ARTS SPECIALIST/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
STEWART, SHAWN N	GRADE 2 TEACHER/LOWELL, (MA) IV 9, 1.0, WALEZKI K.	08/26/2024
THORSON, RILEY M	GRADE 6 TEACHER/ORDEAN, (BA) III 1.0, WILLIAMS M. TRANSFER	08/26/2024
WEGEHAUPT, LUCAS A	SCIENCE/AEO/ALC, (MA) IV 8, 1.0, THOUIN P. TRANSFER	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
PELERIN, BENJAMIN E	CHOIR TEACHER/LINCOLN PARK + ORDEAN EAST	09/09/2024 09/20/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JASPERSON-AAGENES, STEF	DEAN OF STUDENTS - ORDEAN-EAST MS	07/28/2024
LAKE, TAWNIEA L	DIRECTOR OF ASSESSMENT AND EVAL - DW	07/31/2024
MILLER, SARAH A	SPED SCHOOL NURSE - MYERS-WILKINS ES	08/01/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, AMIRA	SPED PROGRAM PARA/ROCKRIDGE, 32.5/38WKS, \$20.92/HR, SHORTER S. RESIGNED	08/26/2024
ATATISE SKINAWAY, DOREEN	OJIBWE LANGUAGE & CULTURE COORD/DISTRICT WIDE, 48WKS,\$1,979/WK,	08/05/2024
BANKS, KELLY A	SPED ESY PARA/LINCOLN PARK, UP TO 52HRS, \$21.35/HR	07/12/2024
BLACK, JENNA R	CUSTODIAN I/PIEDMONT, 40/52WKS, \$17.52/HR	07/08/2024
BOVARD, KAYLEE K	SPED LPN PARA/EAST, 32.5/38WKS, \$25.26/HR, SCHOMBERS C. TRANSFER	08/26/2024
DEGAETANO, ADINA M	SPED BW PARA/ORDEAN, 32.5/38WKS, \$20.28/HR.	08/26/2024
DURFEE, DAWN M	NUTRITIONAL SERVICE ASST/LAKEWOOD, 20/38WKS, \$15.22/HR, COOKE G. RESIGNED	08/28/2024
FREESE, MARIA M	SPED ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
JONES, BRITTA R	ESY PARA/STOWE, UP TO 52 HOURS, \$18.85/HR,	07/12/2024
KELLER, IRIS A	CERTIFIED INTERPRETER PARA/DISTRICT WIDE, 32.5/38WKS, \$39.26/HR	08/26/2024
KOTTKE, SHANNA M	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$27.78/HR, ZWAK E. RESIGNED	08/26/2024
KUROSKY, KATHLEEN E	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.40/HR, BERGESON J.	08/26/2024
LARSON, HADLEY L	ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
LAUDERBAUGH, GRACE L	SPED PROGRAM PARA/CHESTER CREEK, 31.25/38WKS, \$20.05/HR, SZAFLARSKI E. TRANSFER	08/26/2024
OMUNDSON, JENNIFER M	NUTRITIONAL SERVICE ASST/MYERS WILKINS, 21.25/38WKS, \$21.25/HR, MOLL K. RESIGNED	08/28/2024
OTWAY, JACKIE A	READING AND LANGUAGE ARTS COORD/DSC, 48WKS, \$1,979/WK	08/07/2024
POWE, AMANDA F	ESY SPED PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
SCHNABEL, QUINN L	ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR,	07/12/2024
SPENCER, TERRI L	SPED STUDENT SPECIFIC PARA/EAST, 32.5/38WKS, \$21.94/HR,	08/26/2024
WAHLGREN, DENISE M	OSS SENIOR/ECSE, 40/52WKS, \$19.83 HR, LOUGH T. RESIGNED	08/05/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BROWN, SHANNON K	EXECUTIVE CLERICAL ASST - DSC - WFH 7/15/24 - RTW 8/19/24	07/08/2024 08/19/2024
DEGRAEF, JEREMY J	ASST FACILITIES MNGR - DSC - END DATE TBD INTERMITTENT LEAVE	07/31/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
FREDRICKSON, ISAAC J	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	06/07/2024
PREBEG, BRITTANY K	OSS - EAST HS	06/21/2024
SUDHAKAR, AMITA	SPED PROG PARA - HOMECROFT ES	06/07/2024
WAUGAMAN, STEPHANIE M	SPED PROG PARA SETTING III/IV - ROCKRIDGE	06/07/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ERJAVEC, JANE L	SPED PROG PARA SETTING III/IV - DW	10/11/2024
KNEELAND, STEVE F	SPED PROG PARA SETTING III/IV-LINCOLN PARK	08/25/2024



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

<p><u>Title of Immediate Supervisor:</u> Supervisor of Building Operations/Building Principal</p>	<p><u>Department:</u> Building Operations</p>	<p><u>FLSA Status:</u> Non-Exempt</p>
<p><u>Accountable For (Job Titles):</u> Fireperson I, Pool Custodian & Custodians</p>		<p><u>Pay Grade Assignment:</u> National Conference of Firemen and Oilers, Local No. 956, Pay Group 15</p>

General Summary or Purpose Of Job:

The Engineer II assumes responsibility for and participates in the general operation; preventive maintenance; custodial care of assigned building and grounds; the heating, cooling and ventilation of the building. Positions assigned to this classification have responsibility for directing a small staff (2-5) comprised of Custodians, Pool Custodians and Firepersons I including the scheduling of work assignments, determining work priorities, staff evaluations but does not have the authority to initiate other personnel actions. The Engineer II classification is part of a classification series comprised of four levels. Positions assigned to the Engineer II differ from Engineer I in that the Engineer II is typically assigned facilities of larger square footage (e.g. 75,000 – 200,000 sq. ft.) and typically require a larger number of staff to maintain the additional square footage or also have to perform maintenance for a swimming pool. The difference between positions assigned to Engineer II vs. Engineer III is primary related to the size of the facility and the greater diversity of staff required to properly maintain and service the needs of the assigned building.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Operates and maintains steam boiler heating and ventilation systems in accordance with state laws and regulations.</p> <ul style="list-style-type: none"> ▪ Fires boilers ▪ Punches flues ▪ Adjusts thermostats ▪ Greases and oils motors ▪ Checks belts ▪ Monitors the system to ensure efficiency ▪ Operates the energy management computer system to maintain and track the preventive maintenance program. 	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
2.	Assists in the maintenance of school facilities and property. Assists in performing custodial duties and operating snow removal equipment. Inspects playground equipment, roof and other areas of the building to assess needs and maintenance requirements. Reports needs beyond the capabilities of building personnel.	Daily 30%
3.	Directs and monitors staff activities, schedules and priorities in the cleaning, care, and maintenance of building facilities and grounds in accordance with the standard procedures and guidelines established by Building Operations and directions of the Building Principal. Develops staff schedules, makes assignments, adjusts work to meet priorities and deadlines, monitors work performed and evaluates the performance of staff. Performs other lead responsibilities that do not involve initiating personnel actions.	Daily 10%
4.	Conducts preventive scheduled maintenance activities on equipment, motors, fixtures, appliances or system equipment (i.e. boiler, supply fans, exhaust fans, pumps, heating and cooling equipment) within the building. Detects and makes routine repairs and/or schedules and monitors the repairs make by vendors or other District staff.	Monthly 10%
5.	Monitors and ensures the swimming pool and related facilities are properly maintained and serviced. Tests and conducts required water tests to ensure proper chemical balances in accordance with Health Department regulations and standards and makes adjustments as needed.	Daily 10%
6.	Works closely with Building Operations personnel, the building principal, and school staff on issues pertaining to building safety, security, scheduling issues, building code regulations capital projects, maintenance projects, custodial or set up needs.	Daily 10%
7.	Orders and purchases supplies, cleaning materials and equipment necessary to maintain building properly. Monitors and purchases needs in accordance with the established building maintenance budget.	Weekly 5%
8.	Documents, records or prepares fuel reports, work orders, staff timesheets, inspection sheets, safety procedures or other documentation/reports required.	Daily 10%
9.	Performs other duties of a comparable level or type.	As required



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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

Requires a minimum of a high school diploma and two years previous experience as an Engineer I or related experience directing the custodial and maintenance activities of a large facility; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

~~Class "C" Boiler License in the State of Minnesota (Required)~~

~~Certified Pool Operators License (Required)~~

Knowledge Requirements:

Requires knowledge of:

- Basic fundamentals and operational principles involving combustion, mechanical, electrical and HVAC equipment and systems.
- Operational fundamentals of the equipment and supplies used in custodial and ground maintenance.
- General District administrative procedures, rules and guidelines pertaining to such areas as personnel, purchasing, contract services, safety and risk management.
- State laws and requirements governing licensing and operation of HVAC equipment and systems.
- State laws and health guidelines pertaining to the operation and maintenance of swimming pools.
- Basic understanding of supervisory practices and fundamentals.

Skill Requirements:

Skilled in:

- Leading, scheduling, planning, monitoring and evaluating the work of custodial and facility maintenance personnel.
- Operating and maintaining heating, cooling and ventilation equipment.
- Detecting, troubleshooting, servicing and performing scheduled preventive maintenance on heating, cooling and ventilation equipment.
- Maintaining, monitoring and servicing swimming pools in accordance with regulations and standards.
- Use of hand and power tools.
- Performing custodial and ground maintenance functions.
- Maintaining administrative records and implementing administrative functions (i.e. purchasing, department records, etc.) in accordance with District and departmental requirements.
- Communicating and collaborating with other district personnel, building administrator(s), building staff, students and teachers in the care, security and maintenance of the facility.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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:				
<p>Work is typically performed indoors but the job does require some outdoor work in all types of weather conditions. Duties may involve work with chemicals, working with or around mechanical parts, and some exposure to disagreeable fumes or airborne particles.</p>				
General Physical Conditions:				
<p>Work can be generally characterized as:</p> <p>Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.</p>				

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:
Description revised by BCC, 1/02.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

<p><u>Title of Immediate Supervisor:</u> Supervisor of Building Operations/Building Principal</p>	<p><u>Department:</u> Building Operations</p>	<p><u>FLSA Status:</u> Non-Exempt</p>
<p><u>Accountable For (Job Titles):</u> Fireperson I, Pool Custodian & Custodians</p>		<p><u>Pay Grade Assignment:</u> National Conference of Firemen and Oilers, Local No. 956, Pay Group 15</p>

General Summary or Purpose Of Job:

The Engineer II assumes responsibility for and participates in the general operation; preventive maintenance; custodial care of assigned building and grounds; the heating, cooling and ventilation of the building. Positions assigned to this classification have responsibility for directing a small staff (2-5) comprised of Custodians, Pool Custodians and Firepersons I including the scheduling of work assignments, determining work priorities, staff evaluations but does not have the authority to initiate other personnel actions. The Engineer II classification is part of a classification series comprised of four levels. Positions assigned to the Engineer II differ from Engineer I in that the Engineer II is typically assigned facilities of larger square footage (e.g. 75,000 – 200,000 sq. ft.) and typically require a larger number of staff to maintain the additional square footage or also have to perform maintenance for a swimming pool. The difference between positions assigned to Engineer II vs. Engineer III is primary related to the size of the facility and the greater diversity of staff required to properly maintain and service the needs of the assigned building.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Operates and maintains steam boiler heating and ventilation systems in accordance with state laws and regulations.</p> <ul style="list-style-type: none"> ▪ Fires boilers ▪ Punches flues ▪ Adjusts thermostats ▪ Greases and oils motors ▪ Checks belts ▪ Monitors the system to ensure efficiency ▪ Operates the energy management computer system to maintain and track the preventive maintenance program. 	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
2.	Assists in the maintenance of school facilities and property. Assists in performing custodial duties and operating snow removal equipment. Inspects playground equipment, roof and other areas of the building to assess needs and maintenance requirements. Reports needs beyond the capabilities of building personnel.	Daily 30%
3.	Directs and monitors staff activities, schedules and priorities in the cleaning, care, and maintenance of building facilities and grounds in accordance with the standard procedures and guidelines established by Building Operations and directions of the Building Principal. Develops staff schedules, makes assignments, adjusts work to meet priorities and deadlines, monitors work performed and evaluates the performance of staff. Performs other lead responsibilities that do not involve initiating personnel actions.	Daily 10%
4.	Conducts preventive scheduled maintenance activities on equipment, motors, fixtures, appliances or system equipment (i.e. boiler, supply fans, exhaust fans, pumps, heating and cooling equipment) within the building. Detects and makes routine repairs and/or schedules and monitors the repairs make by vendors or other District staff.	Monthly 10%
5.	Monitors and ensures the swimming pool and related facilities are properly maintained and serviced. Tests and conducts required water tests to ensure proper chemical balances in accordance with Health Department regulations and standards and makes adjustments as needed.	Daily 10%
6.	Works closely with Building Operations personnel, the building principal, and school staff on issues pertaining to building safety, security, scheduling issues, building code regulations capital projects, maintenance projects, custodial or set up needs.	Daily 10%
7.	Orders and purchases supplies, cleaning materials and equipment necessary to maintain building properly. Monitors and purchases needs in accordance with the established building maintenance budget.	Weekly 5%
8.	Documents, records or prepares fuel reports, work orders, staff timesheets, inspection sheets, safety procedures or other documentation/reports required.	Daily 10%
9.	Performs other duties of a comparable level or type.	As required



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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

Requires a minimum of a high school diploma and two years previous experience as an Engineer I or related experience directing the custodial and maintenance activities of a large facility; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Class "2-C" Boiler License in the State of Minnesota (Required)

Knowledge Requirements:

Requires knowledge of:

- Basic fundamentals and operational principles involving combustion, mechanical, electrical and HVAC equipment and systems.
- Operational fundamentals of the equipment and supplies used in custodial and ground maintenance.
- General District administrative procedures, rules and guidelines pertaining to such areas as personnel, purchasing, contract services, safety and risk management.
- State laws and requirements governing licensing and operation of HVAC equipment and systems.
- State laws and health guidelines pertaining to the operation and maintenance of swimming pools.
- Basic understanding of supervisory practices and fundamentals.

Skill Requirements:

Skilled in:

- Leading, scheduling, planning, monitoring and evaluating the work of custodial and facility maintenance personnel.
- Operating and maintaining heating, cooling and ventilation equipment.
- Detecting, troubleshooting, servicing and performing scheduled preventive maintenance on heating, cooling and ventilation equipment.
- Maintaining, monitoring and servicing swimming pools in accordance with regulations and standards.
- Use of hand and power tools.
- Performing custodial and ground maintenance functions.
- Maintaining administrative records and implementing administrative functions (i.e. purchasing, department records, etc.) in accordance with District and departmental requirements.
- Communicating and collaborating with other district personnel, building administrator(s), building staff, students and teachers in the care, security and maintenance of the facility.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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 indoors but the job does require some outdoor work in all types of weather conditions. Duties may involve work with chemicals, working with or around mechanical parts, and some exposure to disagreeable fumes or airborne particles.				
General Physical Conditions:				
Work can be generally characterized as:				
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.				

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

Job Classification History:
Description revised by BCC, 1/02.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

Second Shift Engineer I

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 5A

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

School Custodian I/II/III

Summary

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

Essential functions

- Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
- Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
- Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
- Close building for daily operations; ensure building and grounds are safe and secure.

- Cleans rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
- Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
- Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
- Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- One year of experience
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- ~~Second Class C Boilers License in the State of Minnesota~~

Knowledge Requirements

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

Skill Requirements

- Use and care of floor cleaning equipment.
- Task prioritization.
- Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments).
- Operation of personal computers, including related to building access and lighting control.
- Operation of hand and power tools.
- Oral and written communications.
- Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities management supervisor.
- Written and verbal communication and relationship skills to efficiently and effectively perform essential duties.

Work environment

Work is performed under various conditions and there are risks associated with slippery and elevated surfaces, electrical equipment, and cleaning and maintenance chemicals, airborne particles, vibration, and outdoor weather conditions associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification by Kerry M. Leider 07.19.16

Approved by Duluth Civil Service Board on 08/02/2016. Revised by Human Resources 2/2021.

Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer I

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 5A

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

School Custodian I/II/III

Summary

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

Essential functions

- Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
- Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
- Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
- Close building for daily operations; ensure building and grounds are safe and secure.

- Cleans rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
- Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
- Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
- Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- One year of experience
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- Special Boilers License in the State of Minnesota

Knowledge Requirements

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

Skill Requirements

- Use and care of floor cleaning equipment.
- Task prioritization.
- Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments).
- Operation of personal computers, including related to building access and lighting control.
- Operation of hand and power tools.
- Oral and written communications.
- Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities management supervisor.
- Written and verbal communication and relationship skills to efficiently and effectively perform essential duties.

Work environment

Work is performed under various conditions and there are risks associated with slippery and elevated surfaces, electrical equipment, and cleaning and maintenance chemicals, airborne particles, vibration, and outdoor weather conditions associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification by Kerry M. Leider 07.19.16

Approved by Duluth Civil Service Board on 08/02/2016. Revised by Human Resources 2/2021.

Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer II

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 12

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

Pool Custodian, School Custodian I/II/III

Summary

To operate and maintain a low-pressure heating system and a natatorium. To perform mechanical installations, repairs and custodial work.

Essential functions

- Operate and maintain low pressure heating system; operate, maintain and repair a variety of heating and ventilation equipment.
- Assist with various custodial tasks including floor care, sanitation, trash and snow removal, stadium set-up and equipment transport.
- Oversee nightly operations of the building; coordinate with building principal and various faculty and staff regarding access, heating and ventilation needs for evening activities; assist in monitoring the conduct of students and adults in and around the building.
- Operate and maintain natatorium; clean pool and maintain related equipment; test and maintain proper chemical balances.
- Open and close building for daily operations; ensure building and grounds are safe and secure.
- Direct night custodians.
- In the absence of the Building Engineer, order supplies, conduct building inspections and interface with principals, faculty and staff on facility maintenance problems as they arise.
- Performs other duties of a comparable level or type.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- Two years of relevant experience in HVAC, plumbing and electrical maintenance and repair
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- ~~First Class C Boilers License in the State of Minnesota~~
- Certified Pool Operator License

Knowledge Requirements

- Knowledge of operation, maintenance and repair of low-pressure boilers, pumps, and various heating and ventilation equipment.
- Knowledge of operation, maintenance and repair of natatorium systems.
- Lawn and turf care materials and techniques.
- Knowledge of basic carpentry, plumbing and electrical maintenance techniques.
- OSHA safety rules and safe working practices.

Skill Requirements

- Operation and maintenance of heating and ventilation equipment.
- Operation of hand and power tools.
- Operation of personal computers.
- Use of energy management, word processing and electronic spreadsheet software applications.
- Overseeing, directing, leading and assigning work to custodial workers.
- Oral and written communications.

Work environment

Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting on December 14, 2001. Revised by Human Resources 2/2021. Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer II

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 12

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

Pool Custodian, School Custodian I/II/III

Summary

To operate and maintain a low-pressure heating system and a natatorium. To perform mechanical installations, repairs and custodial work.

Essential functions

- Operate and maintain low pressure heating system; operate, maintain and repair a variety of heating and ventilation equipment.
- Assist with various custodial tasks including floor care, sanitation, trash and snow removal, stadium set-up and equipment transport.
- Oversee nightly operations of the building; coordinate with building principal and various faculty and staff regarding access, heating and ventilation needs for evening activities; assist in monitoring the conduct of students and adults in and around the building.
- Operate and maintain natatorium; clean pool and maintain related equipment; test and maintain proper chemical balances.
- Open and close building for daily operations; ensure building and grounds are safe and secure.
- Direct night custodians.
- In the absence of the Building Engineer, order supplies, conduct building inspections and interface with principals, faculty and staff on facility maintenance problems as they arise.
- Performs other duties of a comparable level or type.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- Two years of relevant experience in HVAC, plumbing and electrical maintenance and repair
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- Class 2-C Boilers License in the State of Minnesota
- Certified Pool Operator License

Knowledge Requirements

- Knowledge of operation, maintenance and repair of low-pressure boilers, pumps, and various heating and ventilation equipment.
- Knowledge of operation, maintenance and repair of natatorium systems.
- Lawn and turf care materials and techniques.
- Knowledge of basic carpentry, plumbing and electrical maintenance techniques.
- OSHA safety rules and safe working practices.

Skill Requirements

- Operation and maintenance of heating and ventilation equipment.
- Operation of hand and power tools.
- Operation of personal computers.
- Use of energy management, word processing and electronic spreadsheet software applications.
- Overseeing, directing, leading and assigning work to custodial workers.
- Oral and written communications.

Work environment

Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting on December 14, 2001. Revised by Human Resources 2/2021. Approved by Duluth Civil Service Board 06/01/2021.

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report August 12, 2024 Committee Meeting BUDGET SUMMARY

8/8/2024

Percent spent
8/8/2024

REVENUES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDG		24-25 RECEIVED TO YEAR TO DATE		24-25 RECEIVED ENCUMBERED		24-25 BUDGET BALANCE		Percent spent 8/8/2024
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	July - June				
	General	1	\$ 121,707,253.72	\$ 121,707,263.72	\$ 973,156.41	\$ 877.00	\$ 120,733,230.31	1%			
Food Service	2	\$ 6,000,000.00	\$ 6,000,000.00	\$ 32,691.81	\$ 296.10	\$ 5,967,012.09	1%				
Transportation	3	\$ 6,332,190.85	\$ 6,332,190.85	\$ 41,833.49	\$ -	\$ 6,290,357.36	1%				
Community Ed	4	\$ 8,580,500.00	\$ 8,580,500.00	\$ 17,227.58	\$ 880.00	\$ 8,562,392.42	0%				
Operating Captial	5	\$ 2,772,175.43	\$ 2,772,175.43	\$ 12,934.15	\$ -	\$ 2,759,241.28	0%				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 28,067,285.00	\$ 28,067,285.00	\$ 356,750.38	\$ -	\$ 27,710,534.62	1%				
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%				
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 127,183.21	\$ -	\$ 822,816.79	13%				
Student Acitivity	79	\$ 276,264.00	\$ 276,264.00	\$ 25.00	\$ -	\$ 276,239.00	0%				
REVENUE	TOTALS:	\$ 174,961,769.00	\$ 174,961,779.00	\$ 1,561,802.03	\$ 2,053.10	\$ -	\$ 173,397,923.87	1%			

EXPENSES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDG		24-25 EXPENSES TO YEAR TO DATE		24-25 EXPENSES ENCUMBERED		24-25 BUDGET BALANCE		Percent spent 8/8/2024
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	July - June				
	General	1	\$ 122,251,138.00	\$ 122,251,138.00	\$ 4,422,415.87	\$ 4,997,676.65	\$ 112,831,045.48	8%			
Food Service	2	\$ 6,055,998.00	\$ 6,055,998.00	\$ 179,005.09	\$ 2,844,446.55	\$ 3,032,546.36	50%				
Transportation	3	\$ 6,783,799.00	\$ 6,783,799.00	\$ 134,101.19	\$ 514,709.05	\$ 6,134,988.76	10%				
Community Ed	4	\$ 7,826,159.00	\$ 7,826,159.00	\$ 173,501.73	\$ 34,989.11	\$ 7,617,668.16	3%				
Operating Captial	5	\$ 6,720,958.43	\$ 6,720,958.43	\$ 1,247,635.32	\$ 399,639.26	\$ 5,073,683.85	25%				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,808,693.10	\$ -	\$ 25,584,836.90	7%				
Trust Fund	8	\$ 263,733.00	\$ 263,700.00	\$ -	\$ -	\$ 263,733.00	0%				
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 125,536.83	\$ -	\$ 804,027.17	14%				
Student Acitivity	79	\$ 276,264.00	\$ 276,264.00	\$ 3,551.68	\$ 12,704.00	\$ 260,008.32	6%				
EXPENSE	TOTALS	\$ 178,501,143.43	\$ 178,501,110.43	\$ 8,094,440.81	\$ 8,804,164.62	\$ -	\$ 161,602,538.00	9%			

DCSC + DPS AGREEMENT 2024-2027

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 Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30, 2027 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.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the six key practices in the Essentials for Community School Transformation: (1) Collaborative Leadership, Shared Power and Voice, (2) Expanded, Enriched Learning Opportunities, (3) Rigorous, community-connected classroom instruction, (4) Culture of belonging, safety, and care, (5) Integrated system of support, and (6) powerful student and family engagement. ([Source: Community Schools Forward](#))

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Full-Service Community School Site Coordinators at Myers-Wilkins Elementary and Denfeld High School.
3. Employ Out-of-School Time Coordinators at all three Community Schools.
4. Employ Community Health Coordinators at designated sites.
5. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
6. Engage families and the community in driving education transformation.
7. Incorporate proven strategies and continually evaluate results alongside school and community partner teams.
8. Co-lead monthly district-wide FSCS meetings with Assistant Superintendent, Site Principals,

DSCS Staff, Community Partners, and other designated individuals.

9. Guide the planning and implantation of FSCS.
10. Assist in implementing supportive policies and practices.
11. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes in conjunction with each site's School Improvement Plan (SIP).
12. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
13. Remain focused on whole family; student and school based supportive policies and best practices.
14. Provide support, supervision and coaching of Site Coordinators at all three Community Schools.
15. Participate in stakeholder meetings and activities.
16. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
17. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
18. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
19. Ensure proper background checks have been completed.
20. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information as designated school officials as classified in FERPA (§ 99.31(a)(1)(i)(B)) and in compliance with all requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to promote wellbeing and success for Duluth Public Schools students and families by co-creating, celebrating, and mobilizing for equitable educational experiences.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools' Community Schools.
2. Work with DCSC to use braided funding to ensure that a full-time Full-Service Community School Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or their designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. DPS also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. DPS agrees to continue to implement the FSCS model and to work with DCSC to plan a

continuum of solutions—aligned with School Improvement Plans—designed to significantly improve educational outcomes.

6. DPS agrees to include Full-Service Community School Coordinators in the development and monitoring of School Improvement Plans for individual community schools.
21. Partner with DCSC in the design and delivery of FSCS model, including the development of an evaluation plan that incorporates FSCS outcomes in conjunction with the School Improvement Plan (SIP).
7. Assist with collection and reporting of data when needed, included access to necessary data in Infinite Campus and other district-owned databases as necessary. See Exhibit B for data details.
8. Support and facilitate collaborative grant writing opportunities that enhance FSCS strategies and activities.
9. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.
10. Dedicate time during DPS School Board Meetings—at least twice annually—for Duluth Community School Collaborative staff to share FSCS updates.
11. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
12. Meet regularly—at least quarterly—with DCSC Leadership to review shared grant priorities and grant budgets.
13. Provide access to a Share Google Drive with access for DCSC Leadership to add/remove individuals and for all DCSC staff to add/edit/remove documents.

3B. Leadership Responsibilities: The Community School Principals and Community School Coordinators will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support, and performance evaluation of Community School Site Coordinators.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. email, ID badges, phones, computers, database access, parent communication portal, school badges, keys, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator, other embedded FSCS staff, and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
9. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
10. Notify FSCS Site Coordinators and partners of grants that impact the full-service community

school model.

11. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time FSCS Site Coordinator in the academic years 2024-2025, 2025-2026, and 2026-2027 (as required by the FSCS model):

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at their site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team’s vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS’ philosophy and programs to all stakeholders.
3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team.
6. Support event planning committees for family and community engagement.
7. Participate in community committees and meetings that increase community engagement efforts.
8. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
9. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
10. In collaboration with school staff, identify and facilitate parent leadership opportunities.
11. Conduct ongoing resource mapping and needs assessments in alignment with school and district-wide surveys and strategic planning.
12. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
13. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with their strategic vision for their school.
14. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between DCSC Executive Director and the school Principal. Annual evaluations will be completed in collaboration between the school principal and DCSC Executive Director.

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

Contractor must work with DPS to provide contact information for all of its employees for DPS to complete a criminal history background check Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file. Background checks are provided through DPS at no cost to the Contractor.

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. Payment. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contract for its services and expenses in performing said obligations up to a sum not to exceed \$855,000. See exhibit A for budget allocation.

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 Payment. 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. Payments shall be made in equal monthly installments of \$23,750.

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. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

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Exhibit A

DCSC Budget Allocation Details by Year

Myers-Wilkins Elementary

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$60,000	FSCS Coordinator	\$50,000 – MDE FSCS Grant \$10,000 – MW or DPS Source
<u>\$25,000</u>	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	<u>\$25,000 – MDE FSCS Grant</u>
		Total/Year: \$85,000

Lincoln Park Middle School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
<u>\$25,000</u>	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	<u>\$25,000 – MDE FSCS Grant</u>
		Total/Year: \$40,000

Denfeld High School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
\$25,000	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	\$25,000 – MDE FSCS Grant
\$60,000	Community Health Coordinator	\$60,000 – MDE FSCS Grant
\$60,000	FSCS Coordinator	\$60,000 – Denfeld or DPS Source
		Total/Year: \$160,000

Exhibit B

Program Participant Information – Collected from Infinite Campus (or other Duluth Public School District Database) and shared in Cityspan Database for MDE Program Reporting. Current demographic data requested from MDE:

Participant Profile:
a. Total number of youth served:
b. Youth with one or more disabilities
c. Low-income youth
d. English language learners
e. Youth in foster care
f. Migrant youth
g. Youth in correctional facilities
h. Youth experiencing homelessness
i. LGBTQ+ youth
j. Rural youth disproportionately impacted by the pandemic
k. American Indian youth
l. Alaska Native youth
m. Asian youth
n. Black or African American youth

o. Native Hawaiian or Other Pacific Islander youth
p. Hispanic/ Latino youth
q. White youth
r. Two or more races
s. Other (please specify):
t. Elementary students (K-5 th grade students)
u. Middle school or junior high students (6 th -8 th grade students)
v. High school students (9 th -12 th grade students)
w. Other (please specify):

DULUTH PUBLIC SCHOOL DISTRICT & KUDER

STATEMENT OF WORK (SOW)

Account #: 226528

Submitted 07/15/2024

Valid for 30 days after submission.

OVERVIEW & SUMMARY

Duluth Public School District has engaged Kuder for a proposal to deliver a virtual college and career readiness system to support students, in grades PK-12, their families, and educators. Kuder will support educators in providing the most research-backed, reliable, and valid assessments in the industry, housed in a technology platform that supports students with configurable individual graduation plans; localized course planning; and in-depth occupation, education and training, and financial aid resources. Kuder will also provide an elementary career awareness system featuring flexible resources and reports for effective implementation. Additionally, Kuder will provide Career Advisor Certification training for designated staff through the Institute for Career Advising and Development (ICAD).

PROJECT SCOPE & DELIVERABLES

Kuder will provide the following products and services:

1. Online College & Career Readiness Platform – Kuder Galaxy® (Galaxy) & Kuder Navigator® (Navigator)
 - Galaxy access for up to 9 sites, and up to 3,300 students, grades PK-5, as well as their parents. Galaxy is a powerful, yet playful career awareness system with seven unique levels for elementary students.
 - Galaxy Admin access for authorized educators to track students' progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
 - Navigator access for up to 6 sites, and up to 4,400 students, grades 6-12, as well as their parents. Navigator is an education and career planning system for secondary students. Key features include:
 - ✓ Research-based Career Assessments – Students discover their interests, skills, and work values as the foundational step for exploring and selecting college and career options.
 - ✓ Pathways Link – Connects student interests to district specialized programs and/or CTE courses.
 - ✓ Graduation Plan – A configurable framework for meeting requirements and tracking progress
 - ✓ Education Planner – A course planner to build multi-year plans based on local courses and requirements.
 - ✓ College Match – An expanded search tool with personalized college matches, acceptance likelihood, and information on net price for high school students.
 - ✓ Online Test Prep – Complete test preparation courses and tests for ACT, SAT, and more for 9-12th graders.

- ✓ Parchment Integration – The district can seamlessly request up to 800 transcripts and documents each year.
 - ✓ Common App Integration – High school students can complete college applications and request letters of recommendation and evaluations.
 - ✓ Application Tracking – Track progress and status on college and scholarship applications.
 - ✓ Connect 2 Business – Recommend work-based learning opportunities that match student career interests and configure related activities aligned to WBL requirements.
 - ✓ Lifelong, sharable career portfolio.
- Navigator Admin access for authorized educators to track students’ progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
 - ✓ Direct Your Future™ (DYF): Educators access DYF, a complete middle school and high school classroom curriculum for a career planning course featuring Navigator.
2. Custom Reporting – In addition to the self-generated reports available within the platform, your dedicated partner solutions manager will share additional data and reporting on a quarterly basis.
 3. Dedicated Manager – A partner solutions manager will be your main point of contact and work directly and regularly with your stakeholders to set goals, measure progress, and ensure partnership success.
 4. System and Process Training – Our training team of certified career advisors will work directly with your stakeholders to ensure understanding of system benefits and features. You will receive:
 - Up to six (6) hours of custom online training delivered through 30-minute to 2-hour sessions.
 - Unlimited access to online training, implementation, and communications resources such as webinars, tutorials, materials, newsletters, best practices, and more.
 5. Ongoing Support Team – Access to our team for responsive customer and technical support Monday through Friday from 7:00 am – 5:00 pm Central time via phone, email, and live chat.
 6. Custom Development – Kuder’s team will complete system configuration for your district.
 - Branding – Development of a landing page for your brand and content using one of our flexible templates. The page serves as a central, personalized access point for all users logging into the system.
 - SSO – Administrative set up to onboard your sites and configure the single sign-on (SSO) and account provisioning functionality through Clever or Classlink.
 7. Professional Development – Access to 50 ICAD Career Advisor Training-Advanced seats for Year 1 of the agreement and 10 ICAD seats per year for years 2-6 of the agreement. ICAD Career Advisor Training-Advanced credentials are recommended for school and district personnel to implement and deliver product-led college and career readiness instruction. CAT-A credentials allow student services personnel to provide a comprehensive experience across all schools to ensure a succinct career-centric

counseling program for grades K-12. The virtual 30-hour course is on-demand, self-paced, and offers international certification.

OUT OF SCOPE

The following items are out of scope of this contract:

- System data or content customization, not expressly stated in the SOW.
- Integration with a single sign on provider other than Clever or Classlink.
- Ad-Hoc Data reporting not expressly stated in SOW.
- One day of face-to-face training featuring two (2), three-hour sessions.

PRICING & TERMS

Multi-year pricing for a six-year contract (paid upfront) is \$156,600. Price is locked for contract term.

Purchase Order: Upon execution of this SOW, please send a purchase order to orders@kuder.com to generate your invoice. Include your payment method with your purchase order.

Payment Method: ACH, Check, or Credit Card. Note: Credit card payments require a 5% service charge.

Payment Terms: Net 30 days from receipt of invoice. 1.5% fee per month for late payments.

Billing Method: Email

Contract Term: This agreement will begin upon execution of this SOW.

Renewal: All renewals are subject to a 3% price increase.

ACCEPTANCE

The parties hereto have executed this Statement of Work in the manner and form sufficient to bind them on the day and year written after the execution by their respective parties.

Kuder

By:

Name: Connor Harrington
Title: Chief Executive Officer
Date: _____

Duluth Public School District

By:

Name: Simone Zwick
Title: Exec. Dir. Business Services
Date: 7-24-24

Upon signature by Customer and submission to Kuder, this contract shall become legally binding unless this contract is rejected by Kuder for any of the following reasons: (1) the signatory above does not have the authority to bind Customer to this contract, (2) unauthorized changes have been made to this contract, or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this contract. Subscriptions are non-cancelable before their contract end date. This contract is governed by the terms of the



kuder.com Master Service Agreement found at <https://www.kuder.com/site-license/> unless (i) Customer has a written master subscription agreement executed by Kuder for such Services as referenced in the Documentation, in which case such written Kuder master subscription agreement will govern or (ii) otherwise set forth herein. Kuder reserves the right to end system access and services for late or non-payments. Customer further agrees to allow Kuder to utilize its name and logo to actively promote the Customer partnership and usage of Kuder products and services in any Kuder marketing, sales, or public relations activity.

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE made as of the 30th day of July, 2024 (“Effective Date”) by and among TECH VILLAGE, LLC (“Landlord”) and ISD 709 DULUTH PUBLIC SCHOOLS (the “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on or about October 18, 2021 (“Lease”) regarding the premises located at 11 East Superior Street, Duluth, Minnesota (the “Premises”). The Premises leased by Tenant consist of approximately 13,958 rentable square feet and 12,137 usable square feet, in a building commonly known as the Duluth Technology Village (“Leased Premises”).

WHEREAS, Tenant wishes to exercise one of its renewal options in the Lease and add six (6) additional parking spaces for its use.

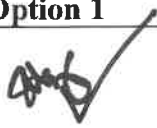
WHEREAS, Landlord and Tenant wish to enter into this First Amendment of Lease according to the terms set forth herein.

NOW, THEREFORE, the parties hereto agree to amend the Lease as of the Effective Date as follows:

1. **Option Period.** Section 6 of Basic Terms is hereby amended and replaced in its entirety as follows:

6. **Option Period.** The Tenant shall have the option to extend this Lease for three (3) additional two (2)-year periods, the terms of which are as set forth in the table below.

Repayment of the Tenant Improvement will expire at the end of the original term reducing the PSF rate by \$6.12. With the elimination of the Tenant Improvement payment, basic rent during the option period(s) shall increase annually by three percent (3%) annually as follows:

Option 1	Months	PSF	Monthly	Annual
	10/01/2024 – 09/30/2025	\$23.88	\$27,776.42	\$333,317.04
	10/01/2025 – 09/30/2026	\$24.60	\$28,613.90	\$343,366.80
Option 2	Months	PSF	Monthly	Annual
	10/01/2026 –	\$25.33	\$29,463.01	\$353,556.14

	09/30/2027				
	10/01/2027	–	\$26.09	\$30,347.02	\$364,164.22
	09/30/2028				
Option 3	Months		PSF	Monthly	Annual
	10/01/2028	–	\$26.87	\$31,254.29	\$375,051.46
	09/30/2029				
	10/01/2029	–	\$27.68	\$32,196.45	\$386,357.44
	09/30/2030				

2. Exercise of Option. Tenant hereby exercises its first option to extend the Lease for two (2) years, commencing on October 1, 2024, according to the terms set forth in Section 6 of the Basic Terms of the Lease as amended herein.

3. Parking. Commencing on August 1, 2024, Section 15 of the Basic Terms of the Lease shall be amended and replaced in its entirety as follows:

15. **Parking.** Tenant shall have a total of thirty-one (31) surface parking spaces within the 1st & 1st Street lot for use by its employees, which will consist of the twenty-five (25) parking spaces Tenant had under the Lease and an additional six (6) parking spaces being added pursuant to this First Amendment of Lease. The cost for the twenty-five (25) original parking spaces is included in the gross rental rate. The cost for the six (6) additional spaces shall be separately billed at a rate of \$115 per month, per space (“Additional Parking Rate”). Landlord and Tenant agree that the Additional Parking Rate is a pass through of the costs charged to the Landlord by the City of Duluth. In the event the City of Duluth increases the Additional Parking Rate during the Renewal Term and any extension(s) thereof, Landlord shall give Tenant thirty (30) days prior written notice of such Additional Parking Rate change and thereafter, the Additional Parking Rate shall be adjusted to the verified Additional Parking Rate being charged to the Landlord by the City of Duluth. Parking spaces will be for regular daily employees housed in the Duluth Technology Village office. Landlord will not provide dedicated parking for Tenant's occasional employees or visitors.

4. Basic Rent – Cleaning. Commencing on October 1, 2024, Section 4 of Basic Terms of the Lease regarding the cost of Cleaning (“Cleaning Fee”) is hereby amended as follows:

	PSF	Monthly	Annually
Cleaning	\$2.91	\$2,943.22	\$35,318.67

Tenant shall have the option to hire out their own cleaning services in lieu of paying the Cleaning Fee at their sole option. If Tenant desires to hire out their own cleaning services, they

shall provide Landlord with thirty (30) days' notice of their intention prior to commencing Tenant's own cleaning service.

5. No Claims. Tenant acknowledges and agrees that Tenant has no unasserted claims, set offs or defenses regarding the Lease and Landlord's performance thereunder.

6. First Amendment Controls. Except as amended above, all terms and conditions of the original Lease is hereby incorporated and restated unless modified by this First Amendment. In the event of any inconsistencies between the Lease and this First Amendment, this First Amendment shall control. Outside of any inconsistencies, all other terms and conditions of the Lease shall remain in full force and effect.

7. Counterparts and Scanned Signatures. This First Amendment of Lease may be executed in one or more counterparts and scanned signatures shall be deemed as valid as an original.

[Signature page to follow]

Signature page to First Amendment to Lease Agreement

LANDLORD

TECH VILLAGE, LLC

By: _____
Its: _____

TENANT

INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Simone Zurich*
Its: *Exec. Dir. Business Services*

**Expenditure Contracts Signed
July 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
Wipfli	\$69,550.00	Business Services (DU)	Audit services for FY24
Bayfront Festival Park	\$7,730.00*	Communications Office (DU)	Rental of Bayfront Festival Park for Unity in Our Community event
I Love You Guys Foundation	TBD	Facilities (Health & Safety) (DU)	Emergency response training for 2024-2025 school year
Duluth Area Family YMCA	TBD	TLE (DR)	K.E.Y. Zone services for 2024-2025 school year
Neighborhood Youth Services	\$30,000.00*	TLE (DR)	ESSER funds to support summer programming at NYS
Seesaw	\$22,999.20*	TLE (DU)	Seesaw offers a suite of award-winning tools, resources, and curriculum with interactive lessons, digital portfolios, and two-way communication features
Per Mar Security Services	\$40/hour	TLE (DU)	Security services for ALC space at Tech Village
University of Minnesota Duluth	TBD	TLE (DU)	CITS program/courses for 2024-2025 school year
KQDS FOX 21	\$2,499.99*	Human Resources (DU)	Recruitment ads running on air from 8/5/24 – 11/3/24
Lake Superior College	\$9,100.00*	Adult Basic Education (DR)	Provide supplemental instruction and support for up to four sections of

			ENGL/READ 0950 during 2024-2025 school year
Vector Solutions	\$4,300.00*	Special Services (DR)	Vector training for Special Services staff for 2024-2025 school year
Residential Services Inc.	\$16,650.00*	Special Services (DR)	Contractor will provide support services to meet the needs of student IEP for 2024-2025 school year
IT Audit Labs	\$18,000.00*	Technology (DU)	Provide strategic guidance for the information security programs of Duluth Public Schools
IT Audit Labs	\$18,900.00*	Technology (DU)	Vulnerability assessment: Review of recommended remediations and configuration of tests

July 24, 2024

Simone Zunich
Independent School District No. 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear School Board:

We are pleased to serve as the independent auditors for Independent School District No. 709 ("Client") for the year ended June 30, 2024. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$69,550. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

In addition to the audit fee above, we will be adding fees of \$15,450 for accounting consultation and preparation of adjusting journal entries and \$9,780 for financial statement preparation.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client's financial statements and the disclosures, which collectively comprise the basic financial statements, of the Government activities, each major fund and aggregate remaining fund information of Client. **229**

Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Net Pension Liability
3. Information about the District's Other Postemployment Health Care Plan

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Fiscal Compliance Table
2. Schedule of Expenditures of Federal Awards
3. Combining Nonmajor Governmental Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal awards program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting

documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the School Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A report on compliance with requirements for each applicable compliance category contained in the *Minnesota Legal Compliance Audit Guide for School Districts*.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Simone Zunich. Timely completion of this work will facilitate the completion of our engagement.

Engagement Administration

Rob Ganschow will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

We will prepare Client's schedule of leases and lease-related disclosures for the year ended June 30, 2024, from information provided by management. Our fee for this additional service will be a combination of a fee calculated based on the number of leases (software cost) plus time and materials, based on the effort necessary to update any lease information and generate lease schedules and related disclosures.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Annual Information Filings

Our engagement will include the preparation of the Federal Data Collection Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: [INDEPENDENT SCHOOL DISTRICT NO. 709](#)

By: *Simone Zunich*
Simone Zunich (Jul 29, 2024 12:36 CDT)

Simone Zunich

Executive Director of Business Services

(Print Name and Title)

Date: 07/29/2024

RTG

Enc.

Revision Date (08/08/23)

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

15. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

BAYFRONT FESTIVAL PARK RENTAL AGREEMENT

Prepared by Park Management Company – Winterfell Management LLC
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, Winterfell Management LLC, Assigned Bayfront Festival Park Manager, herein called the “Winterfell” does hereby give permission to the following:

Organization/Company Name: **ISD 709**
(hereinafter referred to as the “Permittee”)

Address: **Duluth Public Schools, Duluth, MN 55811**

Telephone: **(218) 336-8735**

Email: **adelle.wellens@isd709.org**

Contact Name: **Adelle Wellens**

Name of Event: **Unity in Our Community**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Event Day(s): 8/21/24

Park Hours:	
Musical Entertainment may not start before 11:00 am	
Event Ending time:	Sunday – Thursday: 10:00 pm
Event Ending time:	Friday – Saturday: 11:00 pm

Entire Bayfront Festival Park to Include: Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

Bayfront Festival Park Rental - \$1,650	\$1,650
Damage/Clean-up Refundable Deposit:	\$2,500
Stage Rental	\$630
Garbage/Recycling (\$1,050/day)	\$1,050
Wireless Infrastructure for stage/vendors \$150	TBD
Golf Carts \$125 each	TBD
Porta Potties 24 Regular + 3 ADA (2X Cleaning)	\$1,900
Family Center Bathroom Cleaning \$29/hr	TBD based on actual hours

Total fees due with signed contract: \$ 7,730.00 (Seven thousand seven hundred thirty dollars & zero cents) – payable to Winterfell. All fees must be submitted to Winterfell 30 days prior to your scheduled event.

Plus the Following Permits or Actions being taken by Permittee:

- *Caterers License provided to Winterfell for any alcohol sales or distribution at park*
- *Security plan between Permittee and Duluth Police Department when alcohol is served (#’s 11 & 20-21)*

- *Proper Garbage Service, Containers and Clean Up plan in place (#3)*
- *Proper number of Portable Toilets for size of group (#4)*
- *Tent plan approved by Winterfell – prior to event day (#’s 6-8)*
- *Proof of event insurance provided to Winterfell prior to event day (#’s 13-17)*

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures (“Sublettee(s)”). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT.

MAINTENANCE AND OPERATION

2. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

3. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site – as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

4. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or Winterfell, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT. PERMITTEE is responsible for cleanliness and maintenance of permanent toilet facilities throughout the contracted dates.

5. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approved roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE’s employees, Sublettees, contractors, agents of PERMITTEE, or its patrons. Winterfell may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

6. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to Winterfell of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a Winterfell park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

7. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of Winterfell and comply with all applicable codes and laws pertaining to said installations.

8. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, signage or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, removal/covering of existing signage or improvement shall begin until approved by a Winterfell representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

9. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker’s Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

10. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.

11. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or their designee. Said number may be adjusted at any time during the EVENT to ensure public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted in accordance with State of MN security rules.

LIMITS OF USAGE

12. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

13. PERMITTEE shall provide Public Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

14. The CITY, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and Winterfell (Winterfell Management LLC) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and Winterfell. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

15. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.

16. Neither the City or Winterfell does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.

17. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic/intoxicating beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and Winterfell as additional insured.

HOLD HARMLESS

18. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and Winterfell, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or Winterfell by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or Winterfell, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or Winterfell. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

19. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

20. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

21. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Police Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

22. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advance notice by the CITY, PERMITTEE shall provide all requested financial information related to this event.

WORKER'S COMPENSATION

23. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

24. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to Winterfell in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

25. The CITY reserves the right to unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. Winterfell shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

26. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

27. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit Winterfell. No person shall have the right to make a claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

28. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

29. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

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

COPYRIGHT

31. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

32. This Agreement may be terminated by Winterfell upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

33. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.


34. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

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

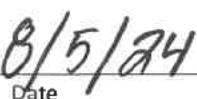
Dated this 23rd day of July, 2024

Winterfell Management LLC

By:  _____
President/Managing Partner
Winterfell Management LLC (Winterfell)

By:  _____
Permittee Signature

 _____
Permittee Title

 | Budget: 01 E 005 107 000 335 161
Date

Name/Address of Additional Insured:

Winterfell Management LLC - 1631 E 5th St. Duluth, MN 55812

City of Duluth - 411 W 1st St. Duluth, MN 55802

Duluth Economic Development Authority - 411 W 1st St. Duluth, MN 55802

Great Lakes Aquarium - 353 Harbor Dr. Duluth, MN 55802



MEMORANDUM OF UNDERSTANDING

Standard Response Protocol (“SRP”) Memorandum of Understanding (“MOU”) with The “I Love U Guys” Foundation (“The Foundation”)

This Memorandum of Understanding (“MOU”) between The Foundation and the undersigned School District or Individual School (collectively, the “Organization”) is effective as of the date it is signed by Organization.

Standard Response Protocol Program Description:

The Foundation created its *proprietary* Standard Response Protocol (“SRP”) for campus response based on five actions. When communicating these actions, the action is labeled with a “**Term of Art**” and is then followed by a **Directive**. Execution of the action is performed by active participants, including students, staff, faculty and first responders.

Purpose of Using Terms of Art:

By standardizing vocabulary, all stakeholders can understand the response and status of the event. For students, this provides continuity of expectations and actions throughout their educational career. For faculty and staff this becomes a simpler process to train and drill. For first responders, the common vocabulary and protocols establish a greater predictability that persists through the duration of an incident. Parents can easily understand the practices and can reinforce the protocol. Additionally, this protocol enables rapid response determination when an unforeseen event occurs.

Terms of Art:

- The “Term of Art” **Hold** is followed by the Directive “**In your room or area**” (or announce a location). The action is for the purpose of keeping halls and/or common areas clear until an incident is resolved.
- The “Term of Art” **Secure** is followed by the Directive “**Get Inside. Lock Outside Doors.**” The action associated with Lockout is to bring participants into the Building, and secures the building’s outside perimeter by locking appropriate windows, doors or other access points.
- The “Term of Art” **Lockdown** is followed by the Directive “**Locks, Lights, Out of Sight**” The action associated with Lockdown is to secure individual classroom doors, move away from inside corridor line of sight and maintain silence until first responders release the room.
- The “Term of Art” **Evacuate** is followed by the Directive “**To a Location**” (Where Location is announced.) The action associated with Evacuate is to move students and staff from one location to another.
- The “Term of Art” **Shelter** is followed by the Directive “**Type and Method**” (Where Type is one of the following: For Tornado, For Hazmat, For Bomb. Method is one of the following: And seal, In Silence, Drop, Cover and Hold.) The action associated with Shelter is dependent on the stated Type and Method.

Agreement by Organization:

1. Organization agrees to incorporate SRP in the official, existing, written safety plans for the district or school, as applicable, either in the body or as an addendum or amendment.
2. Organization agrees to appoint an SRP Liaison who will act as the primary contact regarding communication with The Foundation and other department, district or agency SRP Liaisons.
3. Organization agrees to incorporate the SRP using the terms of art and the associated directives as defined in the Program Description.
4. Organization agrees to provide Law Enforcement Agencies having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.
5. Organization agrees to provide Fire Departments having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.

6. Organization agrees to provide Emergency Medical Services having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.
7. Organization agrees to provide County and/or City Emergency Managers having jurisdiction within the School District with notice of compliance with SRP terms of art and directives.
8. Organization agrees to provide students with training on the SRP at least once per school year.
9. Organization agrees to provide staff with training on the SRP at least once per school year.
10. Organization agrees to drill each action.
11. Organization agrees to provide parents with either printed material or notice of online availability of material at <http://www.iloveguys.org>.
12. Organization is responsible for physical material production of any online resources provided by The Foundation. The District is not required to utilize printing services provided by The Foundation for production of support materials.
13. Organization will engage in a best effort to provide The Foundation with contact information for other agencies, departments, services, schools participating with the School District regarding the SRP.

Agreement by The "I Love U Guys" Foundation:

1. The Foundation agrees to host training materials on the Website available publicly at the Uniform Resource Locator <http://iloveguys.org>. Such training materials may be updated from time to time by The Foundation.
2. The Foundation agrees to provide training materials and support materials online to Organization's staff, students, faculty and parents at no charge to Organization.
3. The Foundation agrees to provide training materials and support materials online to Law Enforcement Agencies at no charge.
4. The Foundation agrees to provide training materials and support materials online to Fire Departments at no charge.
5. The Foundation agrees to provide training materials and support materials online to Emergency Medical Services at no charge.
6. The Foundation agrees to provide training materials and support materials online to County and/or City Emergency Managers at no charge.
7. The Foundation provides hands-on training sessions on request for a charge in locations around the United States. Organization is under no obligation to host or attend these training sessions.
8. The Foundation will notify the SRP Liaison via Written or Electronic communications in the event of new or updated materials available on the Website.
9. The Foundation will maintain a record of all Written or Electronic communication with the Organization.

Updates to SRP: The Foundation may update its SRPs and its Terms of Art from time to time and will notify Organization of any such updates. The Organization agrees to implement any such changes in a reasonable time frame.

Term/Termination: This MOU is effective as of the date it is signed by the Organization and shall continue in effect for two (2) years ("Term"). Organization and Foundation may agree to extend the upon mutual written agreement. Organization may terminate this MOU via Written or Electronic notification at any time. Upon termination, Organization will cease using any Standard Response Protocol materials provided by The Foundation. The Foundation may terminate this MOU upon notice if it determines that Organization is not performing its obligations under this MOU, including using the Terms of Art as they may change from time to time.

Notices: All notices and other communications required or permitted under this MOU shall either be sent by certified mail, return receipt requested, by reputable overnight courier service with confirmation of delivery and addressed to the Parties at their addresses first set forth below or to the email addresses set forth below. The parties shall notify each other if such contact information changes.

No Partnership. Nothing contained in this MOU shall create or be deemed to create a partnership or agency between the Organization and The Foundation.

Counterparts/Electronic Execution. This MOU may be executed in counterparts and digital copies, each of which shall be deemed an original and all of which shall constitute a single instrument.

Name of Organization: ISD 709 Duluth Public Schools

Type of Organization: Public School Public School District Charter School
 Charter School District Private School Private School District Higher Education
 BIE-Operated School Tribally Controlled (BIE-funded) Other

Address/City/State/ZIP: 709 Portia Johnson Dr, Duluth, MN 55811

Authorized Representative Name: John Magas

Signature

Title: Superintendent

Date:

6/27/24

Authorized Liaison Name: Alexandra Neff

Title: Health, Safety, and Environmental Coordinator

Email Address: Alexandra.Neff@isd709.org Phone: 218-336-8700 x 2530

The I Love U Guys Foundation

Authorized Representative: Ellen Stoddard-Keyes

Signature:

Title: Operations Director

Date:

Email to: MOU@iloveguys.org

or Mail to: The "I Love U Guys" Foundation, P.O. Box 489, Placitas, NM 87043



MEMORANDUM OF UNDERSTANDING

Standard Reunification Method (“SRM”) Memorandum of Understanding (“MOU”) with The “I Love U Guys” Foundation (“The Foundation”)

This Memorandum of Understanding (“MOU”) between The Foundation and the undersigned School District or Individual School (collectively, the “Organization”) is effective as of the date it is signed by Organization.

Standard Reunification Method Program Description:

The Foundation created its Standard Reunification Method (“SRM”) for school and district response when the need for a student/parent-guardian reunification is required after any incident. The SRM contains guidelines for structuring an orderly and accountable reunification and includes language and actions that comply with the Incident Command System which is used by outside public safety agencies likely to be involved with a reunification.

Agreement by Organization:

1. Organization agrees to incorporate SRM in the official, existing, written safety plans for the district or school, as applicable, either in the body or as an addendum or amendment.
2. Organization agrees to customize the SRM according to their local and regional structure.
3. Organization agrees to appoint an SRM Liaison who will act as the primary contact regarding communication with The Foundation and other department, district or agency SRP Liaisons.
4. Organization agrees to practice the SRM in their schools at least once per school year.
5. Organization agrees to provide staff with training on the SRM at least once per school year.
6. Organization agrees to provide parents with either printed material or notice of online availability of material at <https://www.iloveuguy.org>.
7. Organization is responsible for physical material production of any online resources provided by The Foundation.
8. Organization will engage in a best effort to provide The Foundation with contact information for other agencies, departments, services, schools participating with the School District regarding the SRM.

Agreement by The “I Love U Guys” Foundation:

1. The Foundation agrees to host training and resource materials on the Website (<https://iloveuguy.org>) available publicly at the Uniform Resource Locator <http://iloveuguy.org>. Such materials may be updated from time to time by The Foundation.
2. The Foundation provides hands-on training sessions on request for a charge in locations around the United States. Organization is under no obligation to host or attend these training sessions.
3. The Foundation will notify the SRM Liaison via Written or Electronic communications in the event of new or updated materials available on the Website.
4. The Foundation will maintain a record of all Written or Electronic communication with the Organization.

Updates to SRM: The Foundation may update its materials and Terms of Art from time to time and will notify Organization of any such updates. The Organization agrees to implement any such changes in a reasonable time frame.

Term/Termination: This MOU is effective as of the date it is signed by the Organization and shall continue in effect for two (2) years ("Term"). Organization and Foundation may agree to extend the upon mutual written agreement. Organization may terminate this MOU via Written or Electronic notification at any time. Upon termination, Organization will cease using any Standard Response Protocol materials provided by The Foundation. The Foundation may terminate this MOU upon notice if it determines that Organization is not performing its obligations under this MOU, including using the Terms of Art as they may change from time to time.

Notices: All notices and other communications required or permitted under this MOU shall either be sent by email to the email addresses set forth below or by certified mail, return receipt requested, by reputable courier service with confirmation of delivery and addressed to the Parties at their addresses first set forth below. The parties shall notify each other if such contact information changes.

No Partnership. Nothing contained in this MOU shall create or be deemed to create a partnership or agency between the Organization and The Foundation.

Counterparts/Electronic Execution. This MOU may be executed in counterparts and digital copies, each of which shall be deemed an original and all of which shall constitute a single instrument.

Name of Organization: ISD 709 Duluth Public Schools

Address/City/State/ZIP: 709 Portia Johnson Dr, Duluth, MN 55811

Authorized Representative Name: John Magas



Signature

Title: Superintendent

Date: 6/27/24

Email Address: Liaison: Alexandra Neff - Health, Safety, and Environmental Coordinator

Phone: Alexandra.Neff@isd709.org
218-336-8700 x 2530

The I Love U Guys Foundation Authorized Representative:

Signature:

Title:

Date:

Email to: SRM_MOU@iloveguys.org

or Mail to: The "I Love U Guys" Foundation, PO Box 919, Conifer, CO 80433

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 Duluth Area Family YMCA, hereinafter called "Duluth Y."

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Duluth Y 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 30, 2027, 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 Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs - K.E.Y. Zone and its functions at the following sites:

- Lowell Elementary School
- Lester Park Elementary School
- Laura MacArthur Elementary School
- Congdon Park Elementary School
- Homecroft Elementary School
- Lakewood Elementary School
- Stowe Elementary School
- Piedmont Elementary School
- Myers-Wilkins Elementary School

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

Addendum 1 - Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Allowable Expenses/Shared Change in Net Profits. In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement agree to spend according to the budget which will include the following:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, insurance, staff training, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y. In addition, expenses will include a 15% administrative fee. The administrative fee of 15% will be based on total expenses for the month. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request.

At the end of each month the Duluth Y will provide the District a Statement of Activities showing all revenues and expenses for each month and contract to date.

At the end of the fiscal year for the District - June 30, 2025, June 30, 2026 and June 30, 2027, the Duluth Y will either bill or reimburse the District, 50% of the change in net assets.

Duluth Y 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. Propriety of Expenses. The District can question any expense item. District reserves the right to offset any disallowance of any item or items at any time under this Agreement by increasing future payments to the District. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by the Duluth Y 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 the Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

7. Independent Contractor. Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. Indemnification. The Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of the Duluth Y's negligence or that of its agents or (3) the Duluth Y's failure to comply with any law of any governmental authority, provided, however, that the Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in turn, shall indemnify the Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on

behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

9. **Notices.** All notices to be given by the Duluth Y to the District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered: ISD 709, Duluth Public Schools, Attn: Community Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by the District to the Duluth Y shall be deemed to to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st. St., Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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 (60) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** The Duluth Y 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.** The Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

The Duluth Y is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: The Duluth Y 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: The Duluth Y 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 Haggan, CFO 41-0693931 7-24-24
 Contractor Signature SSN/Tax ID Number Date
Anthony Haggan _____ 7/22/24
 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	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erin Zwick _____ 7-24-24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Key Zone Staffing Design

ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Director: The Director oversees all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program compliance with state and organizational policies and procedures. The Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Lead Staff: Youth Specialists/Lead Staff maintain a safe and engaging learning environment for youth in an after-school and summer program setting. Staff plan and implement high-quality academic and enrichment activities catered to youth's interests and needs. Staff receive training in child development strategies, building safety, and behavior management strategies. The number of staff needed per site depends on the number of children enrolled to stay within student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in view of staff.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 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 7/1/2024 and shall remain in effect until 8/31/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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:

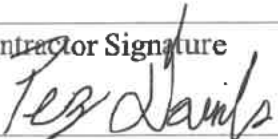
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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.

Contractor Signature 	SSN/Tax ID Number	Date
Program Director		7/24/2024 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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	


Date

EMAILED

JUL 30 2024

TO: Brett

INVOICE

NUMBER: 0003

BILL TO:

Accounts Payable
709 Portia Johnson Drive
Duluth, MN 55811
ap.vendor@isd709.org

FROM:

Neighborhood Youth Services, Inc.
518 N Lake Ave Apt. 2
Duluth, MN 55805
(609) 774-6517
duluthnys@gmail.com

DATE: 07/30/2024

DESCRIPTION OF EXPENSES	UNIT COST	QTY	COST
Wages & Salary			
Senior Youth Specialist	\$21.50	24	\$516.00
Youth Specialist	\$21.00	160	\$3,360.00
Youth Specialist	\$20.00	160	\$3,200.00
Director of Youth Programs	\$28.85	160	\$4,615.38
Director of Community Engagement	\$28.85	160	\$4,615.38
Total Wages & Salary			\$16,306.77
Tax/Fringe			
FICA - Social Security	\$16,306.77	6.20%	\$1,011.02
FICA - Medicare	\$16,306.77	1.45%	\$236.45
Total Tax/Fringe			\$1,247.47
Program Supplies			
Food Supplies			\$1,519.60
Recreation Supplies			\$227.61
Emergency Supplies			\$83.91
Cleaning & Maintenance			\$343.22
Total Program Supplies			\$2,174.34
Marketing			
Website			\$18.00
Advertising			\$1,210.27
Total Transportation			\$1,228.27
Transportation			
Maintenance			\$24.99
Gas			\$882.69
Total Transportation			\$907.68
TOTAL EXPENSE			\$20,636.26

RECEIVED

JUL 30 2024

ACCTS PAYABLE

Ermine Zwick

TO A/P 7.30.24

Checks should be made out to: Neighborhood Youth Services Inc.

01E 005 211 161 304 013



*By mail
6.27.24*

Seesaw, Inc.
548 Market Street
PMB 98963
San Francisco, CA 94104 US
Billing: ar@seesaw.me

Bill To
Duluth Independent School District 709
709 Portia Johnson Drive
Duluth Minnesota 55811

End User
Duluth Independent School District 709

Contract Summary

Order Form Number: Q-35660	Payment Terms: Net 30
Expiration Date: August 30, 2024	Billing Frequency: Upfront
Contract Start Date: September 1, 2024	Contract End Date: August 31, 2025
Contract Subscription Term: 12.0 months	
Contract Notes:	
	Grand Total: USD 22,999.20

Duluth Independent School District 709

Product Name	Description	Quantity	Subtotal
Seesaw for Schools	Engaging multimodal learning tools that allow students to show what they know (photo, video, audio, drawing, and more). Comprehensive subject coverage to supplement your core-curriculum with thousands of ready-to-teach, standards and curriculum aligned PreK-6 lessons in the Seesaw Library. A School & District Library to input content you already use and leverage Seesaw's multimodal tools.	1.00	USD 22,999.20

Duluth Independent School District 709 TOTAL: USD 22,999.20

01 E 01A 030 000 406 030



Name: _____
Title: _____

Email: _____
Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: _____
Title: _____

Email: _____
Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: _____
Title: _____

Email: _____
Phone: _____

School Address

Address: _____
State: _____

City: _____
Zip/Post Code: _____

Purchase Order Information

PO Number
(if
required): _____



Tax Information

Is your school or district tax exempt?

Yes

If yes, please provide your tax ID number

41-6003776

Terms and Conditions

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found [here](#) unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Customer

Company: Augusta Public Schools
Signature: Simone Zunic
Name: Simone Zunic
Title: Exec. Dir. Business Services
Date: 7-8-24
Email: simone.zunic@isd709.org

Seesaw Learning, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____



SECURITY OFFICER SERVICES CONTRACT: ADDENDUM

With the exception of the changes indicated below all terms and conditions of the previous Security Officer Services Contract shall remain in full force and effect herein by reference.

Client: ISD 709

Effective Date: 9/6/2024

SCHEDULE OF BILLING RATES

Position Hourly	Rate	Overtime and Holiday Rate
Security Officer	\$ 40.00	\$ 40.00

Overtime will be billed as incurred for all hours in excess of the baseline schedule.

Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

The above billing rates shall apply for the duration of this contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws.

Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

ISD 709
11 East Superior St #450
Duluth, MN 55803

By: 
By: Brad Duffy (Jul 30, 2024 09:39 CDT)

By: 
By: Simone Zunich (Jul 30, 2024 09:29 CDT)

Name: Brad Duffy

Name: Simone Zunich

Title: President

Title: Exec. Dir. Finance & Business Services

Date: 07/30/2024

Date: 07/30/2024

MEMORANDUM OF AGREEMENT

**between the University of Minnesota Duluth
and Independent School District 709**


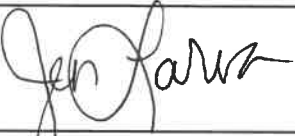
Term of Agreement: 2024-2025

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2024-2025 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. Hybrid and/or online course modalities may be approved by UMD on a course by course basis. Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a Course Permission Form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only. The CITS class must maintain at least 30% of students enrolled in the course for college credit versus high school credit only. Any course not meeting this enrollment requirement, will need CITS program approval.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
- Provide UMD CITS program staff with a copy of the final class syllabi and the side-by-side assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zunich		7/24/24
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		7/11/24

cc:

Joan Lancour, Executive Assistant to the Directors of Curriculum & Instruction
Nathan Glockle, Principal, Academic Excellence Online (AEO) High School
Tom Tusken, Principal, Denfeld High School
Kelly Flohaug, Principal, Duluth East High School

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg
GER 1201	Intermediate German I	4	25	Fall	Lull, Emily
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily
MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Weight Training	1	24	Fall & Spring	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine
SPAN 1201	Intermediate Spanish I	4	25	Fall	Kroll Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	25	Spring	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart

Notes (Duluth East only):

Math 1296 is now a 4-credit course

Updated 3/12/2024 JDA



Duluth Public Schools

Every Student. Every Day.

EMPLOYMENT

Engineer



Child Nutrition



Paraprofessional



Transportation



REACH

OUR ENTIRE AUDIENCE

FOX 21 LOCAL NEWS **ANTENNA TV**

www.FOX21online.com

Starts 8/05/24 & Ends 11/03/24



- 3 spots/wk. M-F 7-9a Morning NEWS on FOX 21
 - 2 spots/wk. M-F Family Feud 9-10a
 - 5 spots/wk. M-F Drew Barrymore/Jennifer Hudson Shows 1p-3p
 - 2 spots/wk. M-F Family Feud 4:30-5:30p
 - 2 spots/wk. M-Sun Fox Comedy Block 10p-2a
 - 1 spot/wk. M-Thur Late NEWS on FOX 21 9-10p
 - 9 spots/wk. M-Sun in Rotation on FOX 21 TV Sign On to Sign Off
 - 25 spots/wk. Airing M-Sun 6a-2a on FOX 21 TV Every Week!**
- A Grand Total of **325 Spots** Airing on FOX 21 TV over 13 weeks.

- Plus,
- 25 spots/wk. Airing Mon-Sun 5a-2a on Antenna TV Every Week!**
- A Grand Total of **325 Spots** Airing on Antenna TV over 13 weeks.

AND...

- 3000** Digital impressions per week, linking from fox21online to your url of choice.
- A Grand Total of 39,000 Impressions using 300x250 320x50 & 728x90 ads

We could link to: <https://www.isd709.org/careers/apply-now>

ISD # 709 Will Get Exposure Every Day - Monday through Sunday as shown above.
 You Will Reach Our TOTAL Audience - Two Different Stations – And Our High Traffic Website too!
50 - (:30) Second Commercials and 3000 Impressions every week!

A Combined Total of **650** (:30 Second) Commercials & **39,000** Digital Impressions Over 13 Weeks!

Just \$2499!

Ok'd By:

Starts 8/05/24 & Ends 11/03/24

Your **RECRUITING CONNECTION**

FOX 21 **ANTENNA TV**

DULUTH · SUPERIOR

www.FOX21online.com



Contact: Cavan Timm
 Email: ctimm@kqdsfox21.tv
 Cell: **218-590-5285**

This 13 Week Recruiting Offer Includes:
 A Combined Total of 650 (:30) Second TV Ads &
 A Combined Total of 39,000 Digital Impressions!

KQDS - FOX 21 TV
 Duluth, MN 55808

Contract Number: LSC-2024-043483

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE) (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2024-25 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2024-25 academic year. Optional based on LSC need and DAE availability.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2024- 25 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955 during the 2024-25 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desk top computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by STATE AGENCY pursuant to this Agreement shall be paid by MINNESOTA STATE as follows:

Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of Nine Thousand One Hundred and 00/100 Dollars (\$9,100.00) for instructional staff during the 2024-25 academic year.

- b. Terms of Payment. Payment shall be made by MINNESOTA STATE within thirty (30) days after the STATE AGENCY has presented invoices for services performed to MINNESOTA STATE.

3. CONDITIONS OF PAYMENT. All services provided by the STATE AGENCY pursuant to this Agreement shall be performed to the satisfaction of the MINNESOTA STATE, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective August 20, 2024, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2025, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Cary Komoto, Dean of Liberal Arts & Sciences

Address: 2101 Trinity Road, Duluth, MN 55811

Telephone: +1 218-733-5969

E-Mail: cary.komoto@lsc.edu

- b. The STATE AGENCY'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager
Address: 709 PORTIA JOHNSON DR, DULUTH, Minnesota 55811
Telephone: +1 218-336-8725
E-Mail: angie.frank@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by STATE AGENCY, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

STATE AGENCY hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. STATE AGENCY shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by STATE AGENCY, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by STATE AGENCY, its

employees and any subcontractors and STATE AGENCY, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of STATE AGENCY obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. STATE AGENCY represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.
12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
13. OTHER PROVISIONS. None.

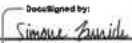
The rest of this page intentionally left blank. Signature page to follow.

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

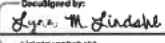
APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE)

By (authorized signature) Simone Zunich
<small>DocuSigned by:</small> 
<small>17046497...</small> Title Executive Director of Business Services
Date 8/2/2024 9:58:14 AM CDT

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) Lynn M Lindahl
<small>DocuSigned by:</small> 
<small>1744280480...</small> Title Administrative Assistant, LAS
Date 8/2/2024 10:34:39 AM CDT

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)
Title
Date

**Scenario Learning, LLC Order Form
Schedule A****Date:** Thursday, July 11, 2024**Client Information**

Client Name: Duluth Public Schools	
Address: 713 Portia Johnson Drive Duluth, MN 55811	
Primary Contact Name: Jason Crane	Primary Contact Phone: (218) 336-8741

Agreement Term

Effective Date: 10/01/2024	Initial Term: 9 months
-----------------------------------	-------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Invoicing AP		
Billing Address: 709 Portia Johnson Drive Duluth, Minnesota 55811		Billing Phone: (218) 336-8708
		Billing Email: ap.vendor@isd709.org
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
SLSS-SWL	K-12 Employee Site Wide License - Annual Subscription	Vector Training, K12 Edition - Employee Site Wide License - Annual Subscription	1	\$6,300.00	\$6,300.00

Annual Total: \$6,300.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
OTD	One-Time Discount	Discount for: Vector Training, K12 Edition - Employee Site Wide License - Annual Subscription	1	(\$2,000.00)	(\$2,000.00)

One-Time Total: (\$2,000.00)

Total (including Annual and One-Time): \$4,300.00

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
2. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS ORDER FORM WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT THE ORDER FORM'S THEN CURRENT FEES AND THEN CURRENT MAXIMUM NUMBER OF NAMED USERS (OR ACTUAL NUMBER OF NAMED USERS, IF GREATER), UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE ORDER FORM AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between

the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.

- 5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

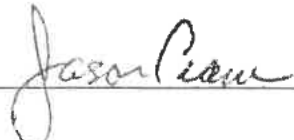
Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Scenario Learning , LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

By:  Justin Moore

By: 

Printed Name: Justin Moore

Printed Name: Jason Crane

Title: Director of Sales

Title: Director of Special Education

Date: 7/29/2024

Date: 7/22/24

01E005 4120 740 433 000



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

THIS AGREEMENT, made and entered into this 9th day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 22, 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.**

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

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

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

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

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

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

Fees

The date of service will begin *July 22, 2024* and shall not extend beyond *June 5, 2025*, the contract not to exceed *24 days and 4 days per week, 2 hours per day (July 22, 2024 - August 29, 2024) and 169 days and 5 days per week, 3 hours per day (September 3, 2024 - June 5, 2025)*. The district agrees to reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$16,650.00**

for the time worked with [REDACTED] while participating in school activities.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30.00 hourly and \$ 16,650.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 2900 Piedmont Avenue, Duluth, MN 55811.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature Recd - 41-1296663 7/9/24
State - 5268612 Date
SSN/Tax ID Number


 Program Director 7/9/24
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	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 7/9/24
Date

Response to request Proposal: **vCISO - Strategy and Planning Services**

Objective: The objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools.

Security Strategy and Roadmap: IT Audit Labs in partnership with Duluth Public Schools collaborating to develop a comprehensive cybersecurity strategy and roadmap aligned with the Duluth Public Schools goals and objectives.

Consulting Services Contract:

Retainer:

Monthly Billing	\$1,500
Number of Months	12
Total Cost of Project	\$18,000

IT Audit Labs will provide up to 3 hours of remote IT Security leadership per month. IT Audit Labs will bill a minimum of a \$1,500 monthly retainer under this agreement. Monthly unused hours will not be credited. Additional vCISO hours are available at \$500.00/hour.

Additional Service Rates:

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis or fixed fee depending on the project or needs. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates below.

The rate for additional Time and Material services will be between \$250 and \$500 per hour, depending on the complexity and scope of the services requested.





Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 6pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

Contract Agreement:

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client’s personnel’s availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

Actual Charges:

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client’s personnel’s availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

Invoice/Billing Terms

- ❑ All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement. Invoicing will be billed monthly for term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for \$18,000.
- ❑ IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- ❑ If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client’s notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- ❑ All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.



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Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data and current business system applications.

Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

IT Audit Labs:

By: DocuSigned by:
Kelly S Venghe
08780087620401...

Title: Sr Program Manager

Date: 4/19/2024

Customer:

By: Imine Znuich

Title: Exec. Dir Business Svc

Date: 7/22/24



audit labs

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates table below.

Service Rates:

Rate Per day	\$1,800
Number of Days	10.5
Total Cost of Project	\$18,900*

*50% due up front**

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 8pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

IT Audit Labs Standard Rates are reviewed annually and increased based on prevailing economic factors, effective January 1 each year. In recognition of our partnership, IT Audit Labs will provide a rate concession on the then-current IT Audit Labs Standard Rates for Services provided under this Statement of Work.

VI. Reimbursable Expenses

Expenses to be reimbursed by Client under this SOW, if any, are as follows:

- ❑ Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
- ❑ All materials, travel, and any other direct costs will be billed at actual cost.
- ❑ All out of pocket expenses as specified in the Agreement.
- ❑ One-way travel time is chargeable at fees defined in the Service Rates.
- ❑ Charges will be made for round trip mileage (in accordance with IRS standards).
- ❑ IT Audit Labs consultants are permitted to book direct flights and shorter layovers if the airfare is not considerably more than travel options with multiple stops and longer layovers.
- ❑ IT Audit Labs consultants are permitted to utilize Hertz for all car rentals. IT Audit Labs has preferred rates with Hertz and related insurance coverage.





5. Determine effectiveness of remediating controls by attempting to bypass EDR/Firewalls.
6. Utilize Open-Source and proprietary tools to exploit systems with the goal of achieving success metrics defined in the scoping call.
7. Collect information to generate a report to explain all attack paths, possible configuration errors, and penetration test findings.
8. Monitor/record changes made throughout the environment to ensure a successful and expeditious cleanup post-test.
9. Conclude the test by removing all tools/artifacts/code snippets/configuration changes made during the testing cycles.

IX. Reporting and presentation

ITAL will provide **DULUTH PUBLIC SCHOOLS** with an executive summary debrief for each of the above tasks at completion.

- ❑ **Vulnerability Assessment:** Review of recommended remediations, and configuration of tests.
 - Provide a C-Level report as well as a technical report outlining the findings and recommended remediations by priority within the vulnerability management plan.
- ❑ **Penetration Test:** Review (dependent on findings) to go over the exploit paths and findings.
 - Provide a C-Level report as well as a technical report outlining the findings//recommended remediations, configurations, and tests.
- ❑ **Immediate Notification Protocol for Critical Findings**
 - **Policy:** Should a critical issue be discovered at any point during the testing phase, we will immediately inform our project sponsor.
 - **Procedure:** Upon identification of a critical vulnerability or security risk, the testing team will promptly communicate this finding to the designated project sponsor to ensure swift action and remediation. This protocol is designed to minimize potential risks and facilitate rapid response to pressing security concerns.





8. Identify any out-of-scope attack tactics.
 - a. Phishing//Credential Harvesting//Brute-Forcing//DoS//DdoS//etc
9. Provide communication plan for duration of penetration test.
10. Confirm that an ITAL testing box will be provided with Preconfigured tools and that it will be accessible externally.
11. Confirm that access to the in-scope subnets can be provided.
12. Confirm that firewalls/rules can be configured to allow remote access to the device from predefined locations//IP addresses.
13. Complete PE Authorization Form for DULUTH PUBLIC SCHOOLS signature

IX. External Assessment

1. Scan each subnet with Tenable Nessus utilizing the professional license, credentialed scans, credentialed patch audits, configuration scans, etc.
2. Review the findings returned by Tenable Nessus and categorize vulnerabilities into High/Medium/Low priority.
 - a. These priorities will be categorized not just by the CVE score, or the severity returned by the Vulnerability scanner, but also by ease-of-remediation and prevalence within the environment.
3. Conduct thorough investigation of Duluth Public Schools infrastructure presence available on the open Internet to include DNS, subdomain, username/email, sensitive documents, etc.
4. Maintain communication throughout the process and conduct meetings with stakeholders/system-owners to review findings and suggest remediation paths.

IX. Internal Assessment

IT Audit Labs will utilize tools to examine the network security posture.

1. Remote into the in-scope subnets and begin manual exploitation attempts of vulnerabilities identified through Nessus scan.
2. Attempt to capture valid network credentials with inline network access. Whether successful or not, obtain credentials to conduct further scanning with access to Active Directory domain(s).
3. Manually enumerate possible vulnerabilities and exploit-paths to compromise systems and bypass remediating controls
4. Test Lateral movement throughout the environment.



ultimate goal of escalating privileges and accessing sensitive data.

- **Approach:** Leverage existing user credentials to perform thorough network scans, applying specialized tools to exploit identified vulnerabilities and assess the availability of sensitive information on the network.

DULUTH PUBLIC SCHOOLS Project Timeline

IX. Post SOW Scoping Call:

A scoping call involving ITAL and Duluth Public Schools project team members. The purpose of this call is to discuss and finalize the scope of work outlined in the Statement of Work (SOW).

Goals and deliverables:

Duration: Approximately 1 hour

Participants: Key personnel from the Duluth Public Schools and ITAL project teams.

1. Identify the goals of the penetration test.
2. Establish success metrics.
3. Determine testing methodology:
 - a. Adversarial Attack/Defend
 - b. Audit-Only with no active Defense.
 - c. Assumed Breach//Full-service
4. Identify key project team members at ITAL and Duluth Public Schools
 - a. Emergency Points of Contact
 - b. Working-hours Points of Contact
5. Provide Testing Methodology:
 - a. Vulnerability Scanning/Testing
6. Identify the project Scope
 - a. Internal Subnets
 - b. External Subnets
 - c. Internal Defenses
 - d. External Defenses
 - e. Critical // Out-of-Scope systems
7. Identify Credentials to be used for Vulnerability Scanning
 - a. Provide DULUTH PUBLIC SCHOOLS with instructions to create credential groups if necessary.



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formulating targeted strategies in subsequent phases of testing, enhancing the effectiveness of security assessment.

- **Port Scan:** This technique is utilized to probe a server or network device systematically to identify which ports are open and listening. By sending client requests to various ports and analyzing the responses, a port scan reveals which services are active and potentially vulnerable to exploitation.
 - **Vulnerability Scan:** This process involves a systematic examination of systems or networks to identify and quantify security vulnerabilities. Utilizing specialized scanning tools, the scan assesses exposed points within an infrastructure to pinpoint weaknesses that could be exploited by attackers.
 - **Manual/Automated Exploit Attempts:** - This entails a diligent search for vulnerabilities that automated scans may not detect, leveraging findings from these scans to exploit known issues, comprehensively assessing the risks associated with identified vulnerabilities, and documenting any mitigating controls in place.
 - **Password Attacks:** - A critical component of external penetration testing involves conducting password attacks. These attacks leverage open-source intelligence and exploit documented vulnerabilities to enhance the likelihood of success while circumventing existing security measures. Such strategies provide valuable insights into deficiencies within password policies, account lockout procedures, and multi-factor authentication systems.
- **Internal Penetration Test**
- **Duration:** Five days of testing followed by one day dedicated to reporting.
 - **Uncredentialed Testing:**
 - **Objective:** Monitor and analyze network traffic within the internal network to identify methods of capturing credentials and observing data flows.
 - **Methodology:** Utilize network security tools to capture traffic and analyze it for potential security lapses and points of data leakage.
 - **Non-Admin Credentialed Scan:**
 - **Objective:** Enumerate and scrutinize the network using specific credentials to identify and exploit vulnerabilities, with the





Prepared for Duluth Public Schools

April 18, 2024

Response to request Proposal: **Internal / External Penetration Test and Application Assessment**

Objective: The objective of the external penetration test is to assess the security of Duluth Public School's external-facing systems and networks from the perspective of an external attacker. This test aims to identify and exploit vulnerabilities that could potentially be leveraged to gain unauthorized access or compromise sensitive information.

Approach: This is a gray box penetration test (credentialed & uncredentialed assessment), which will assess the technical security controls of Duluth Public School external network and internal network. We will leverage the Internet and some information that you provide us.

The test consists of three phases:

- ▣ **External Security Assessment:** Four days of testing, followed by a half-day dedicated to reporting.
- ▣ **Internal Security Assessment:** Five days of testing followed by one day dedicated to reporting.

Total Testing time: Nine days of testing, one and a half days of reporting. Eighty-four Total hours.

- ▣ **External Security Assessment:** This phase will provide an external view through the lens of a threat actor by evaluating the resiliency of the organizations network perimeter. We will work to discover the technical weaknesses exposed to the internet.
 - **Open-Source Reconnaissance (OSINT):** This process involves the strategic utilization of publicly accessible resources to gather sensitive information about an organization. By examining data available in the public domain, we can identify critical details such as the technologies employed by the organization and potential usernames. This intelligence is crucial for



IT Audit Labs consultants will retain receipts for all travel expenses, but these detailed receipts will NOT be provided to Client unless requested to verify a travel expense

VII. Actual Charges

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

VIII. Software Licenses and Fees

As required, all proprietary and third-party software, license costs and related fees are separate and will be agreed to in a separate "Purchase and Sales Agreement", Quote and/or End User License Agreements (EULA(s)) between the applicable parties.

IX. Invoice/Billing Terms

- ❑ All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement.
- ❑ IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- ❑ If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- ❑ English will be used as the common business language.
- ❑ All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- ❑ Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- ❑ Client agrees to provide IT Audit Labs resources with online, local and remote access capability as well as appropriate workspace if on-site presence is required.
- ❑ As required, Client agrees to have in place any required onsite hardware and network with sufficient capacity to support all initiatives.





Client agrees to provide commercially viable network communications necessary to support each business location.

If additional environments are required during the term, IT Audit Labs will assist Client to determine options for hosting additional environments and suggest efforts to manage the utilization (i.e. additional environments can be "turned off" when they are not being used to minimize any additional costs). The costs of these environments are the responsibility of Client and are not included in the scope of this SOW.

With the exception of application support tickets, which are governed by Service Level Objectives, IT Audit Labs will work with client to determine a mutually agreeable delivery schedule for all other Advantage support services.

IT Audit Labs:

By: DocuSigned by:
Kelly S Venghe
DB78D087629D401...
Title: Sr Program Manager
Date: 4/18/2024

Customer:

By: Imine Znuich
Title: Exec. Dir. Business Services
Date: 4/26/24



**No Cost Contracts Signed
July 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
Center for Alcohol and Drug Treatment	TLE	Encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools

Agreement

Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709

I. BACKGROUND AND INTENT

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

II. ROLES AND RESPONSIBILITIES

Roles of the Center for Alcohol and Drug Treatment and ISD #709

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of the Center for Alcohol and Drug Treatment

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services

to students at a regularly scheduled time and place for each of several sites as agreed upon by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.

2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.
6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.
2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.
4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.
5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 6-16-2024 and will continue through 6-15-2025 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

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 the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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.

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.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

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.

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

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.

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.

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.

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.

Mutual Consent to Collaboration. Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

Tina Silverness

Date: 07/11/2024

Tina Silverness, Center for Alcohol and Drug Treatment

Simone Zurich

Date: 7/10/24

Simone Zurich, Director of Business Services, ISD #709

**Revenue Contracts Signed
July 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
Essentia Health	\$325,000.00*	Athletic Departments	Essentia Health agrees to make a financial contribution to DPS for use toward its athletic and student wellness programs

SPORTS MEDICINE SERVICES AGREEMENT
(With Sponsorship Contribution)

THIS SPORTS MEDICINE SERVICES AGREEMENT (“Agreement”) is entered into as of January 1, 2025 or the date of the last parties’ signature below, whichever is later (the “Effective Date”) and is by and between St. Mary’s Duluth Clinic Health System on behalf of itself and its affiliates (“Essentia Health”) and Independent School District #709 d/b/a Duluth Public Schools (“School”).

RECITALS

WHEREAS, Essentia Health is a nonprofit health system dedicated to the promotion of health and welfare and provides health care services, including sports medicine services, in and around the community where School is located; and

WHEREAS, School conducts various athletic events and activities for eligible student participants (individually, a “Student” and, collectively, the “Students”), and desires to contract with Essentia Health for sponsorship and services relating to the same; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter recited, the parties agree as follows:

AGREEMENT

1. *Essentia Health Responsibilities.* In consideration for School’s recognition of Essentia Health as the exclusive health care industry sponsor of School’s athletic events and program, Essentia Health agrees to the below obligations and responsibilities.

1.1 **Sports Medicine and Related Services.** Essentia Health shall provide certified athletic trainer(s) to School to perform any rehabilitation, taping, evaluations, or other related athletic training services to Students for home games, training room coverage, home tournament coverage for any level, practice coverage, first aid and emergency care, treatment of injuries (subject to physician supervision and modality limitations), injury assessment (including making appropriate recommendations for medical evaluation and treatment as warranted by the circumstances), injury reporting, and other related athletic training services as mutually agreed between the parties (collectively, the “Services”).

1.2 **Supplies.** Essentia Health shall provide the basic medical supplies required to furnish the Services up to an amount equal to One Thousand Dollars (\$1,000) per year during each Term of this Agreement.

1.3 **Standards.** The Services shall be provided in accordance with all applicable statutes, regulations, and accrediting bodies. Essentia Health shall determine and select the individual(s) assigned to provide Services to School; provided, however, that School may, in its sole discretion, request Essentia Health remove an individual providing Services hereunder, in which case Essentia Health shall use its best efforts to substitute another qualified athletic trainer.

1.4 **Sponsorship Contribution.** Essentia Health agrees to make a financial contribution to School in the amount of Three Hundred and Twenty-Five Thousand Dollars (\$325,000) for use towards its athletic and student wellness programs (the “Sponsorship Contribution”). The Sponsorship Contribution will be paid out in five (5) equal

installments of Sixty-Five Thousand Dollars (\$65,000) each during the Term, with the first such installment paid to School within thirty (30) days from the Effective Date and all subsequent annual installments paid to School within thirty (30) days from the corresponding Renewal Term.

2. *School Responsibilities.* In consideration of Essentia Health's Services and Sponsorship Contribution herein, School agrees to the below obligations and responsibilities.

2.1 Exclusive Health Care Industry Sponsorship. School agrees to identify and acknowledge Essentia Health as the exclusive health care industry sponsor of School's athletic events and program, which sponsorship includes but is not necessarily limited to, those marketing and advertising opportunities set forth on Exhibit A, attached hereto.

2.2 Duties. School agrees to provide the following to facilitate the effective provision of Services by Essentia Health:

2.2.1 providing all necessary basic medical supplies costing over and above the annual One Thousand Dollar (\$1,000) amount provided by Essentia Health required to furnish the Services;

2.2.2 facilitating communication with Essentia Health in connection with the provision of Services;

2.2.3 providing Essentia Health with sports competition schedules prior to the first scheduled sporting event for the upcoming regularly scheduled athletic season together with practice schedules in advance as necessary to ensure coverage by Essentia Health personnel;

2.2.4 confirming the health history and consent for treatment forms are obtained and returned to School for each Student to the extent required under School and any state High School League participation requirements; and

2.2.5 to the extent applicable pursuant to the Services provided hereunder, recognize the responsibility and authority of an Essentia Health medical professional to make a final determination regarding each Student's ability to safely participate in athletic events and practices, and to communicate the same to applicable School personnel (e.g., coaches, etc.).

3. *Term and Termination.* The term of this Agreement is Five (5) years, effective as of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"). The Initial Term and each Renewal Term is referred to herein as the "Term." Notwithstanding the stated Term, this Agreement may be terminated as follows:

3.1 By Essentia at any time upon not less than sixty (60) days' prior written notice;

3.2 By either party at any time in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party;

- 3.3 By either party at any time in the event that (i) the business of either party is terminated or suspended, (ii) a petition for bankruptcy is filed by or against either party, (iii) a receiver is appointed on account of either party's insolvency, or (iv) any assignment is made of either party's business for the benefit of its creditors; or
- 3.4 By Essentia Health, immediately upon notice to School if, in Essentia Health's sole discretion, termination is necessary to preserve the quality of patient services or to protect the health, safety, or welfare of patients, employees, or other persons.
4. **Insurance.** School agrees to maintain throughout the Term of the Agreement, at its sole cost and expense, insurance coverage in sufficient amounts to cover the work being performed by School pursuant to the Agreement. Such coverage must cover all of School's obligations hereunder, including, but not limited to, Commercial General Liability Insurance covering products and completed operations, property damage, bodily injury and personal & advertising injury on an "occurrence" basis with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; Professional Liability (Errors and Omissions) Insurance, with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and applicable statutory limits for Workers' Compensation. By requiring insurance, neither party represents that coverage and limits will necessarily be adequate to protect the other party, and such coverage and limits shall not be deemed as a limitation on a party's liability in connection with the Agreement.
5. **Indemnification.** To the extent permissible under law, School will defend, indemnify and hold harmless Essentia Health and its agents, officers, and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) School's negligent or wrongful actions or omissions relating to or arising from this Agreement, or (2) the negligent or wrongful actions or omissions of School's sub-contractors, anyone directly or indirectly employed or contracted by School, or anyone for whose actions or omissions School may be liable.
6. **No Exclusion/Debarment.** Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a "Representative") is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the "Indemnifying Party") and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.
7. **Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, School shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the

Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Essentia Health under this Agreement. If School carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

8. **Independent Contractors.** The parties are independent contractors to one another and nothing herein shall be construed as creating an employment, agency, joint venture, or partnership relationship between the parties.
9. **Limitation of Liability.** Each party shall be responsible for its own acts and omissions, including the acts and omissions of its employees or agents, and shall not be responsible for the acts and omissions of the other party, its agents, or employees.
10. **No Referrals.** Nothing in this Agreement, nor any consideration in connection herewith, contemplates or requires the referral of any patient or any other business between the parties.
11. **Relationship between Essentia Health and Students.** This Agreement does not create an express or implied contract to provide medical care to Students beyond that which is set forth herein. Further, Essentia Health's commitment to provide Services hereunder does not obligate Students to utilize such Services. Students who receive Services are being served as student athletes of School and not as patients of Essentia Health. Essentia Health has no clinical obligation to Students beyond the provision of Services described herein. It is each Student's responsibility to obtain any medical care that may be necessary/appropriate, and which is outside the scope of this Agreement, and it is the Student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.
12. **Confidentiality.** Essentia Health acknowledges the confidentiality of School's student records in accordance with state and federal law and agrees to maintain the confidentiality of such records as Essentia Health may be given access to hereunder.
13. **Jeopardy.** If Essentia Health reasonably determines that continued performance of this Agreement jeopardizes Essentia Health's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment program, (iii) accreditation status, or (iv) tax exempt or bond financing status, Essentia Health shall notify School so the parties may resolve the issue. If no resolution is reached within fifteen (15) days, Essentia Health may terminate this Agreement immediately and without penalty.
14. **Nondiscrimination.** Neither party shall discriminate in the provision of services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.
15. **Legal Compliance.** In its respective performance hereunder, each party shall comply with all applicable laws, rules, and regulations.
16. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the U.S. mail, postage prepaid, return receipt requested, addressed to a party as follows:

Essentia Health
Attn: Sports Medicine Director
502 E. 2nd St.
Duluth, MN 55805

Independent School District #709
Attn: Superintendent
~~215 North First Avenue East~~ 709 Portia
Johnson Drive
Duluth, MN 5581102
With a copy to:

With a copy to:

Essentia Health
Attn: Chief Legal Officer
502 E. 2nd St.
Duluth, MN 55805

17. *Miscellaneous Provisions.*

- 17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces and supersedes any prior agreement or understanding of the parties regarding the same, including that certain Sports Medicine Services Agreement effective as of January 21, 2020. This Agreement may only be modified by the parties' mutual signed written agreement.
- 17.2 Governing Law. This Agreement shall be construed under and governed by the laws of the state of Minnesota.
- 17.3 Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.
- 17.4 Partial Invalidity. If any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of law or is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 17.5 Assignment. Neither this Agreement nor any rights or duties hereunder may be assigned by a party without the other party's written consent.
- 17.6 No Third-Party Beneficiaries. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of the same has the effect of conferring any rights or expectations on any third party. No person other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any term of the Agreement.
- 17.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ESSENTIA HEALTH

SCHOOL

By: *Kurt Radke*
Print Name: Kurt Radke
Title: Operations Senior Director
Date: 7/01/24

By: *Simone Zurch*
Print Name: Simone Zurch
Title: Exec Director Business Services
Date: July 15, 2024

EXHIBIT A

Marketing and Advertisement Opportunities

School shall provide the following marketing and advertising opportunities to Essentia Health. School agrees not to offer, grant, or sell the same or similar marketing and advertising opportunities outlined below to any other party engaged in the business of healthcare.

- Short, pre-scripted announcements provided by Essentia Health to be read during designated timeouts or at halftimes;
- Crowd t-shirt giveaways, with the option for School to co-brand t-shirts with Essentia Health;
- Display of Essentia Health banners in mutually agreed upon locations but in no event shall School provide less than two (2) locations acceptable to Essentia Health;
- Display of Essentia Health logos on electronic scoreboard displays in gymnasiums;
- Essentia Health recognition as the provider of athletic training services in all programs for sporting events;
- Holding a “Meet your Essentia Health Orthopedic/Sports Medicine team” night at up to one (1) game during a varsity season;
- Making health-sponsored content available to School’s parents, students, and community members via electronic distribution, upon Essentia’s request and in coordination with School leadership;
- Distribution of Essentia Health information relevant to sports medicine to School’s student athletes;
- Distribution of health and wellness information (mental health, tobacco cessation, sports nutrition, etc.) to students and/or parents; and
- Such other marketing and advertising opportunities as may be mutually agreed between the parties from time to time. Acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by Essentia Health;
- Signage at the front and back of the football stadium press box to be created and installed by Essentia and approved by School;
- At Essentia’s sole cost and expense, logo on the field turf at the football stadium;
- At Essentia’s sole cost and expense, banners on the light poles in the football stadium parking lot;
- At Essentia’s sole cost and expense, grant exclusive rights to Essentia on all signage on training room and weight room doors to acknowledge that orthopedic & sports medicine services are

provided by Essentia, signage to be prominently displayed with approval of the School facilities director to ensure compliance with then-current School policies and requirements;

- At Essentia's sole cost and expense, grant sole rights to Essentia for additional highly prominent signage placements at all other home sports venues (such as signage at entrance gates, scoreboards and field graphics) with approval of the School facilities director to ensure compliance with then-current School policies and requirements;
- Use information or materials approved or provided by Essentia, including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement; and
- Provide additional promotion opportunities as agreed to by Essentia's marketing team and School at no additional cost to Essentia, including, but not limited to, advertising in Booster Club programs, events, and other activities.

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 15, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 420 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions (to replace 4055, 4065, 5130)	2
B. 403 Discipline, Suspension, and Dismissal of School District Employees	12
3. POLICIES FOR SECOND READING	
A. 507.5 School Resource Officers (Deletion of 1155 Police Department Relationship & 2035 Police-School Liaison Officers)	15
4. POLICIES FOR REVIEW	
A. 401 Equal Employment Opportunity	22
B. 802 Disposition of Obsolete Equipment and Material	26
C. 708 Transportation of Non-Public Schools Students	29
D. 615 Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans, and LEP Students	32
E. 604 Instructional Curriculum	36
F. 521 Student Disability Nondiscrimination	41
5. REGULATIONS - Informational	
A. 524.1R Artificial Intelligence (AI) Tool Use for Staff	43
6. OTHER	
A. MSBA Policies that were adopted/updated/reviewed between 07.01.23-06.30.24	45

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 2022

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statutes section 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school licensed nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually

transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

~~4055 COMMUNICABLE DISEASE~~

~~Regarding reportable communicable disease, the School District shall follow Chapter 4605 of the Minnesota Rules of the Minnesota Department of Health effective June 3, 1985. This policy applies generally to cases, suspected cases, and deaths from communicable diseases and syndromes, as well as reporting of disease and disease control. This policy is exclusive of HIV Infection (Refer to Policy 4065, HIV Infection).~~

~~Guidelines for determining employees' inclusion or exclusion from work shall follow current recommendations from the St. Louis County Health Department, the Minnesota Department of Health, the Minnesota Department of Education, and the U. S. Public Health Center for Disease Control.~~

~~References: MN State Rules Chap 4735.0100-4735.0300
MS 144.05, 144.0742, 144.12 and 144.45
MS 13.38~~

~~Adopted: 09-12-1988 ISD 709~~

~~Revised: 07-17-1990~~

~~06-20-1995 ISD 709~~

4065 HIV INFECTION

The School Board recognizes that the epidemic of AIDS has the potential to interfere with the educational process, both for those infected with HIV and for those who lack knowledge that there is no evidence that the virus is transmitted in casual contact settings such as schools. Furthermore, education is the primary vehicle for prevention of this disease. Therefore, the role of the educational system is to respect the rights of individuals with HIV infection to education, to privacy, and to be free from discrimination; to respect the rights of others in the system to be educated and to work in a safe environment; and to educate administrators, staff, and students about preventing and reducing the risk of HIV transmission.

1. Fiscal Management

The School District may accept funds for the development and implementation of AIDS prevention and risk reduction programs from public and private sources including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

2. Student Services

a. Access. Student services will be readily available so that staff and students can receive specific information regarding HIV infection, counseling, and assistance in locating and using health services and social services.

b. Handicap/Disability. Each student with HIV infection is considered handicapped according to Section 504 of the federal Vocational Rehabilitation Act. The need for the development of an Individual Education Plan (IEP) shall be determined according to policies governing eligibility for special education services. If an Individual Health Plan (IHP) is developed which relates to educational objectives of the IEP, the IHP is to be included in the IEP.

3. Facility Development/System-Wide Issues

a. Discrimination/Harassment. Discrimination, hostility or intimidation or offensive behavior is not permitted against any staff member or student with HIV infection.

b. Data Privacy/Confidentiality. The district protects the privacy rights of staff and learners of all ages. Therefore, knowledge that a specific staff or student is HIV infected will be shared only with permission of the adult or, for a minor child, the parent or guardian.

c. Local District Support Team. The School District shall establish a Local District Support Team comprised of qualified persons identified by the Superintendent to assist in preparing the School District's response when learning that a student or staff member is infected with HIV. Members may include, in addition to the Superintendent, the Chairperson of the School Board, School District attorney, a building principal, classroom teacher, and the licensed school nurse. The Community Health Services HIV

~~Resource person and a member of the local HIV Task Force may also be members.~~

~~d. Screening/Testing for the Presence of HIV. Mandatory screening for HIV (such as the HIV antibody test) as a condition of employment or enrollment is not warranted.~~

~~e. Safety Precautions. Universal precautions for handling all blood and body fluids according to Centers for Disease Control (CDC) guidelines will be implemented.~~

~~4. Personnel~~

~~a. Employment of Personnel with HIV Infection.~~

~~Employees who are HIV infected will continue their employment and regular assignments. If their health status interferes with performance of essential job functions, then employees have the right to reasonable accommodation. Current CDC Recommendations for Preventing Transmission of HIV in the Workplace are to be followed.~~

~~b. Information about HIV Aids, Other Chronic Infectious Diseases and Communicable Diseases for School Personnel~~

~~(1) In-service training will be provided to all personnel, drawing on School District and community public health resources. Information will include School District policies, etiology of diseases, transmission of diseases, universal precautions, prevention, risk reduction, and community resources for information and referral. Periodic updates will be provided through in-service or memoranda.~~

~~(2) In accordance with federal and state data privacy requirements, educators will be notified about students with chronic infectious diseases only as it is necessary to provide an appropriate education for students.~~

~~5. Curriculum and Instruction~~

~~a. Sexual Health and Responsibility~~

~~(1) Early Childhood and Elementary: Students in early childhood, primary, and intermediate grades will receive instruction in sexual health and responsibility, including age appropriate information about anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; and information about sexually transmitted diseases, including HIV infection, in answer to questions and concerns.~~

~~(2) High School, Middle School, and Adult Learners: Middle school, senior high, and adult learners will receive instruction in sexual health and responsibility, including information on anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; respect for the choices of individuals; and specific information about sexually transmitted diseases, including~~

~~AIDS, and including prevention, risk reduction, and access to community resources. Programs will be planned and implemented in coordination with community resources.~~

~~b. Chemical Health and Responsibility. Learners of all ages will have specific instruction about the risks of chronic infectious diseases such as HIV infection and Hepatitis B incorporated into the chemical health and responsibility curriculum. Also, the effects of chemical use on decisions and behavior related to the risk of HIV transmission will be addressed.~~

~~c. Equity Education. Learners of all ages will review concepts of the rights of individuals, including data privacy rights, tolerance of differences in lifestyle, and how fear and lack of information can lead to prejudice or other forms of minimizing the rights of individuals. AIDS and other chronic infectious diseases will be included.~~

6. Students

a. Student Health and Welfare

~~(1) Communicable or Chronic Infectious Disease. A procedure for minimizing interruptions to learning from communicable or chronic infectious diseases will be established by the school nurse in consultation with school administrators, and community public and private health care providers.~~

~~(2) Enrollment and Attendance of Students with HIV Infection. Any student who is HIV infected will continue his/her education in the regular classroom setting unless health status interferes with performance. Determinations for special precautions and needs will be made on a case-by-case basis in consultation with the person's physician, community health agency, and/or the Minnesota Department of Health. The most current MDH Guidelines for School Placement for Children and Adolescents with HIV Infections are adopted.~~

~~(3) Early Childhood Education and Day Care Settings for Young Children Infected with HIV. In accordance with the Minnesota Department of Health Guidelines for Children in Day Care Settings, children who are known to have HIV infection and do not pose a potential increased risk of transmission shall be allowed to attend day care and early childhood programs in an unrestricted manner. HIV infected children who pose a potential increased risk of exposing others to blood should be evaluated for attendance on a case-by-case basis by public health authorities and clinicians involved in the child's care. In addition, assessment of the risk to the immune-suppressed child of developing severe complications or infections should be assessed by the child's physician. Determinations for special precautions and needs will be made on a case-by-case basis and reviewed periodically as the child's development and self-care skills change. Due to the frequent and easy transmission of all germs in the day care setting, environmental precautions for handling body fluids will be carefully implemented.~~

~~(4) Students with Special Health Problems. Procedures to minimize the interference of acute and chronic health problems with learning will be established. These procedures will address identification of health problems and the impact on learning and growing, development and implementation of an individualized health plan, and communication with the primary health care provider.~~

~~7. **School Community Relations**~~

~~a. A School Health/Human Services Advisory Committee. A committee or task force will be established to review the district AIDS-related curricula and policies on a regular basis. Sexual and chemical health curricula will be reviewed to ensure appropriate content, support effective instruction strategies, and offer community expertise to teachers and school nurses.~~

~~b. Community Network. Staff will collaborate with public and private organizations involved in AIDS prevention to facilitate effective program development and ensure access to needed health and social services.~~

~~8. **Relationship to Other Education Agencies**~~

~~Cooperation and coordination between other school districts and ECSUs will be encouraged when designing and implementing an AIDS prevention and risk reduction program.~~

Adopted: ~~07-17-1990~~ ISD 709

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

~~5130 COMMUNICABLE DISEASES AND HANDLING BODY FLUIDS~~

~~The School District policy regarding reportable communicable disease shall follow Minnesota State Statute 4605.700 through 4735.030, effective June 3, 1985. Non-reportable diseases will follow the Minnesota Department of Public Health recommendations (MCAR 1.322—Minnesota School Health Guide). This policy applies, generally, to cases, suspected cases, and deaths from communicable diseases and syndromes, as well as reporting of disease and disease control. This policy is exclusive of HIV Infection (see Policy 4065).~~

~~Procedures for inclusion or exclusion from school of students with communicable disease will consider the educational implications for the student and others. Current recommendations from the St. Louis County Health Department, the Minnesota Department of Health, the Minnesota Department of Education, and the U. S. Public Health Centers for Disease Control shall be used as guidelines.~~

~~Each school shall have readily available in the office the School District's Chart of Information on Communicable Diseases. This chart includes (1) the disease name, (2) symptoms, (3) time from exposure to illness, (4) school action and comments on communicability, and (5) source of infection and how it spreads.~~

~~Each school shall also have readily available the School District's Guidelines for Handling Body Fluids in School. These guidelines are intended to provide simple and effective precautions against transmission of disease for all persons potentially exposed to the blood or body fluids of any student.~~

~~A copy of the above mentioned charts and guidelines are available to any interested person simply by contacting the principal or administrator of any school in the School District.~~

~~Adopted: 06-10-1986 ISD-709~~

~~Revised: 07-17-1990~~

~~06-20-1995 ISD-709~~

Adopted: _____

MSBA/MASA Model Policy 403

Orig. 1995

Revised: _____

Rev. 2022

403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state, and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;

2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

- A. The forms of discipline that may be imposed by the school district include, but are not limited to:
 1. oral warning;
 2. written warning or reprimand;
 3. probation;
 4. disciplinary suspension, demotion or leave of absence with pay;
 5. disciplinary suspension, demotion or leave of absence without pay; and
 6. dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

- A. When any form of discipline is imposed, the employee’s supervisor will:
 - 1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
 - 2. Provide directives to the employee to correct the conduct or performance.
 - 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee’s personnel file.
 - 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
 - 5. Specify the expected level of performance or modification of conduct to be required from the employee.

- B. The school district retains the right to immediately discipline, terminate, or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

Legal References: Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

Cross References: None

507.5 SCHOOL RESOURCE OFFICERS

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)

First Reading: 06.18.24

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.]

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 - 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.

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- 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, subs. 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~~

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment and promotional opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for employee with a disability.

The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. [Refer to District Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the ~~Senior Human Resource Manager in Human Resources~~ **Executive Director of Human Resources and Operations**, the Title IX Coordinator or the Section 504 Coordinator.

Title IX Coordinator:
~~Jeffrey Horton~~ **Anthony Bonds**, Assistant Superintendent
ISD 709, ~~HOCHS Room 203~~
~~215 N 1st Ave E District Services Center~~
~~709 Portia Johnson Dr.~~
Duluth, MN ~~55802~~ 55811
218-336-8739
~~jeffrey.horton@isd709.org~~ anthony.bonds@isd709.org

Section 504 Coordinator:

~~Jeffrey Horton~~ Anthony Bonds, Assistant Superintendent

ISD 709, ~~HOCHS Room 203~~

~~215 N 1st Ave E District Services Center~~

709 Portia Johnson Dr.

Duluth, MN ~~55802~~ 55811

218-336-8739

~~jeffrey.horton@isd709.org~~ anthony.bonds@isd709.org

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

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

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010
First Reading: 10-16-2018
Second Reading: 11-20-2018
Adopted: 11-20-2018
First Reading: 07-16-2019
Second Reading: 08-20-2019
Reviewed:

401 EQUAL EMPLOYMENT OPPORTUNITY

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The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the Senior Human Resource Manager in Human Resources, **the Title IX Coordinator or the Section 504 Coordinator**.

*Title IX Coordinator:
Jeffrey Horton, Assistant Superintendent
ISD 709, HOCHS Room 203
215 N 1st Ave E
Duluth, MN 55802
218-336-8739
jeffrey.horton@isd709.org*

Section 504 Coordinator:

Jeffrey Horton, Assistant Superintendent
ISD 709, HOCHS Room 203
215 N 1st Ave E
Duluth, MN 55802
218-336-8739
jeffrey.horton@isd709.org

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

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

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran’s Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing:	Policy 4010
First Reading:	10-16-2018
Second Reading:	11-20-2018
Adopted:	11-20-2018
First Reading:	07-16-2019
Second Reading:	08-20-2019

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: ~~April 26, 2022~~ 04.26.22
Second Reading: ~~May 17, 2022~~ 05.03.22
Adopted: 05.17.22
Reviewed:

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school ~~shall~~ **must** pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

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

IV. STUDENTS WITH DISABILITIES

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

V. APPLICATION OF GENERAL POLICY

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

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

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

First Reading: 06-21-2016
Adopted: 07-19-2016
Revised: 11-21-2023
Revised:

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

- b. MTAS participation decisions must not be made on the following factors:
 - (1) Student’s disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student’s disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student’s ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
- 3. Alternate ACCESS participation decisions must not be made on the following factors:

- a. Student’s disability category;
- b. Participation in a separate, specialized curriculum;
- c. Current level of English language proficiency;
- d. The expectation that the student will receive a low score on the ACCESS for ELs;
- e. Language, social, cultural, or economic differences;
- f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com/policies-and-procedures.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and ~~2020-21~~ Guidelines for Administration of Accommodations and Linguistic Supports <http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm-2020-21.pdf>

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness ~~the World’s Best Workforce~~)
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Stat. § 125A.08 (Individualized Education Programs)
 Minn. Rules Parts 3501.06~~6040-3501.0655~~ (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.09~~6055~~(Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), <https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines, <https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

First Reading: 05.17.22 ~~May 3, 2022~~
Second Reading: 06.07.22 ~~June 21, 2022~~
Adopted: 06.21.22
Reviewed:

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIRED ACADEMIC STANDARDS

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

[NOTE: Line 6. regarding locally developed health academic standard continues to be in effect. The 2024 Minnesota legislature enacted a change in health standards from local to state determination, as noted in Model Policy 613. It will likely take eighteen months or more for a state health standard to be finalized. Until that time, school districts should maintain their locally developed health academic standards. MSBA will alert school districts to update line 6. when the state standards are finalized.]

IV. PARENTAL CURRICULUM REVIEW

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

V. CPR AND AED INSTRUCTION

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

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

VI. COLLEGE AND CAREER PLANNING

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

courses and applied and experiential learning opportunities into strong academic content;

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

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. § 120B.20 (Parental Curriculum Review)
- Minn. Stat. § 120B.021 (Required Academic Standards)
- Minn. Stat. § 120B.022 (Elective Standards)
- Minn. Stat. § 120B.023 (Benchmarks)
- Minn. Stat. § 120B.101 (Curriculum)
- Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to

Postsecondary Education and Employment; Personal Learning Plans)

~~Minn. Stat. § 120B.20 (Parental Curriculum Review)~~

~~Minn. Stat. § 120B.021 (Required Academic Standards)~~

~~Minn. Stat. § 120B.022 (Elective Standards)~~

~~Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)~~

Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

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

Replacing: Policies 6041, 6125, & 6130
First Reading: 02.29.2024
Second Reading: 03.19.2024
Adopted: 03.19.2024
Reviewed:

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 2. has a record of such an impairment; ~~or~~
 3. is regarded as having such an impairment; ~~or~~
 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
- [NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363! .03, subdivision 12]
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination

Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: **Minn Stat. § 363A.03, Subd.12 (Definitions)**
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 09-17-2019
10-20-2020
First Reading: 02-28-2023
Second Reading: 03-21-2023
Adopted: 03-21-2023
Revised:

524.1R ARTIFICIAL INTELLIGENCE (AI) TOOL USE FOR STAFF

INTRODUCTION

Artificial intelligence (AI) presents significant opportunities to enhance K-12 education by providing innovative tools for educators. To ensure the ethical, secure, and effective use of AI within Duluth Public Schools, this regulation outlines guidelines for district staff.

APPROVED AI TOOLS

Google Gemini is the sole AI tool currently authorized for educational use within Duluth Public Schools. This tool has undergone rigorous evaluation to confirm its alignment with district standards for educational value, privacy compliance, and security.

ETHICAL USE OF AI

AI tools must be employed exclusively for district purpose and in strict adherence to district objectives.

- **Human Judgment:** Human oversight is indispensable in all AI-driven processes. AI cannot supplant professional judgment in decision-making.
- **Original Work:** AI-generated content should not replace original staff work. Any use of AI in creating educational materials or research must be explicitly disclosed.
- **Bias Mitigation:** Staff must be cognizant of potential biases inherent in AI tools and exercise critical judgment when interpreting AI-generated information or content.
- **Intellectual Property:** Staff are obligated to respect copyright laws and intellectual property rights when utilizing AI tools.
- **Student Privacy:** Stringent safeguards must be implemented to protect student privacy when employing AI tools..

DATA SECURITY

All staff members must adhere to state, federal, and district regulations governing data privacy and security.

- **Data Protection:** The sharing of student and staff personal data with AI tools is strictly prohibited.
- **Identifiable Information:** Disclosure of any identifiable information, including individuals, locations, or sites, to AI tools is forbidden.

STAFF TRAINING AND SUPPORT

The district will provide training to equip staff with the knowledge and skills necessary for the ethical and responsible use of AI tools. This training must be taken prior to AI tool access.

- **Guidance:** Staff members are encouraged to seek guidance from the Digital Innovation Specialist regarding AI-related questions or concerns.

CONSEQUENCES OF NON-COMPLIANCE

Misuse of AI tools, including breaches of data privacy or ethical guidelines, may result in the revocation of AI tool access.

REGULATION REVIEW AND UPDATES

This regulation will undergo periodic review to incorporate advancements in AI technology and emerging best practices.

By adhering to this regulation, Duluth Public Schools aims to harness the potential of AI while safeguarding student and staff privacy, maintaining ethical standards, and optimizing the learning experience.

NOTE

This regulation was drafted with the support of Google Gemini, a large language model, which provided information and suggestions based on a comprehensive analysis of relevant legal and educational frameworks. The final document represents the collaborative efforts of the Educational Technology and Innovation Coordinator, the Technology Team and AI technology.

MSBA Policies that were adopted/updated/reviewed between July 1, 2023 - June 30, 2024

100 Series

- 102 Equal Educational Opportunity
- 103 Complaints - Students, Employees, Parents, Other Persons

200 Series

- 201 Legal Status of the School Board
- 202 School Board Officers
- 203 Operation of the School Board - Governing Rules
 - 203.1 School Board Procedures; Rules of Order
 - 203.2 Order of the Regular School Board Meeting
 - 203.5 School Board Meeting Agenda
 - 203.6 Consent Agendas
- 204 School Board Meeting Minutes
- 205 Open Meetings and Closed Meetings
- 206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations
- 207 Public Hearings
- 209 Code of Ethics
- 210 Conflict of Interest
- 211 Criminal or Civil Action Against School District, School Board Member, Employee, or Student
- 212 School Board Member Development and Travel Expense
- 213 School Board Committees
- 214 Out of State Travel by School Board Members

400 Series

- 418 Drug-Free Workplace/Drug-Free School
- 419 Tobacco-Free Environment
- 428 Probationary Teacher Evaluation

500 Series

- 503 Student Attendance
- 504 Student Dress and Appearance
- 505 Distribution of NonSchool-Sponsored Materials on school Premises by Students and Employees
- 506 Student Discipline
- 507 Corporal Punishment
- 507 Corporal Punishment and Prone Restraint
- 513 Student Promotion, Retention, and Program Design
- 509 Enrollment of Nonresident Students
- 516 Student Medication
- 516.5 Overdose Medication
- 534 School Meals Policy
- 539 Counseling Regarding pre-Career and Technical Programs

600 Series

- 602 Organization of School Calendar and School Day
- 604 Instructional Curriculum
- 606 Textbooks and Instructional Materials
- 606.5 Library materials

700 Series

- 709 Transportation of Nonpublic School Students
- 722 Public Data and Data Subject Requests
- 725 Requests for Proposals

800 Series

- 811 Playground Installation and Maintenance

900 Series

- 902 Use of School District Facilities and Equipment
- 904 Distribution of Materials on School District Property by Non-School Persons

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, August 20, 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 - July 23, 2024 3
- 2) Special [Closed] School Board Meeting Re: Superintendent Evaluation - July 23, 2024 6

B. Approval of Action Items

- 1) Human Resources
 - a. Staffing Report 7
 - b. Other Action Items
 - (1) Approval of Communication Officer Contract 24-27 - Attachment Pending
 - (2) Job Description - Engineer II 8
 - (3) Job Description - Second Shift Engineer I 18
 - (4) Job Description - Second Shift Engineer II 24
- 2) Finance
 - a. Financial Report 30
 - b. Bids, RFPs and Quotes - None
 - c. Contracts, Change Orders, Leases
 - (1) Contract - 2024-2027 Duluth Community School Collaborative 31
 - (2) Contract - Kuder (College & Career Readiness) 42
 - (3) Lease - 2024-2025 Lease for Tech Village (ALC/AEO) 46
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
 - a. Facilities Fee Schedule 50
- 4) Other
 - a. Diploma Requests 54
 - b. Field Trip Requests - None
 - c. Data Sharing Agreements - None

C. Approval of Policy Readings

- 1) First Readings
 - a. 420 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions (to replace 4055, 4065, 5130) 59
 - b. 403 Discipline, Suspension, and Dismissal of School District Employees 69

2) <u>Second Readings</u>	
a. 507.5 School Resource Officers (Deletion of 1155 Police Department Relationship & 2035 Police-School Liaison Officers)	72
3) <u>Annual Review</u>	
a. 401 Equal Employment Opportunity	81
b. 802 Disposition of Obsolete Equipment and Material	87
c. 708 Transportation of Non-Public Schools Students	93
d. 615 Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans, and LEP Students	99
e. 604 Instructional Curriculum	107
f. 521 Student Disability Nondiscrimination	116

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) <u>Monthly Committee of the Whole - August 15, 2024</u>	<u>120</u>
2) <u>Policy Committee - August 15, 2024</u>	<u>270</u>
3) <u>Human Resources/Business Services Committee - August 12, 2024</u>	<u>316</u>

Regular School Board Meeting
Tuesday, July 23, 2024 6:30 PM Central

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

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present
Present: 7.

1. Call to Order
at 6:32 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

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

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

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 Report.

6.B. Superintendent's Report

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

Student Reports

Facilities Update - Solar

Facilities Update - Lowell Traffic Issues

Leadership Updates

Superintendent Evaluation

Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*No July Meeting*)

7.B. Human Resources/Business Services Committee (*July 9, 2024*)

Member Durick Eder presented the HR/Business Services Committee Report.

7.C. Policy Committee (*No July Meeting*)

8. General Board Committee Updates

Member Mikesell shared an update from the Inter-Governmental Meeting.

9. Consent Agenda

Move to Table 1.B.1)b(1) Facility Use Fee Schedule. This motion, made by Kelly Durick Eder and seconded by Sarah Mikesell, Passed.

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

Yea: 7, Nay: 0

Move to Amend the Motion to Postpone 1.B.1)b(1) Facility Use Fee Schedule to the August 20, 2024 Regular School Board Meeting. This motion, made by Kelly Durick Eder and seconded by Amber Sadowski, Passed.

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

Yea: 7, Nay: 0

Move to Approve Consent Agenda as amended. This motion, made by Sarah Mikesell and seconded by Kelly Durick Eder, Passed.

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

Yea: 7, Nay: 0

Member Mikesell asked to pull item 1.B.1)b(1) Facility Use Fee Schedule from the Consent Agenda. Discussion was had.

10. Resolutions from Committee Reports

10.A. B-7-24-4048 - FY26 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

Move to Approve B-7-24-4048 - FY26 Long-Term Facilities (LTFM) Ten-Year Plan. This motion, made by Kelly Durick Eder and seconded by Jill Lofald, Passed.

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

Yea: 7, Nay: 0

10.B. B-7-24-4049 - FY25 Commercial Insurance Renewal

Move to Approve B-7-24-4049 - FY25 Commercial Insurance Renewal. This motion, made by Amber Sadowski and seconded by Kelly Durick Eder, Passed.

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

Yea: 7, Nay: 0

10.C. B-7-24-4050 - Acceptance of Donations to Duluth Public Schools

Move to Approve B-7-24-4050 - Acceptance of Donations to Duluth Public Schools. This motion, made by Stephanie Williams and seconded by Sarah Mikesell, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. B-7-24-4051 - Acceptance of Grant Awards to Duluth Public Schools

Move to Approve B-7-24-4051 - Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Amber Sadowski and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

12. Questions / Other

13. Adjournment

Move to Adjourn at 8:36 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Special [Closed] School Board Meeting -
Superintendent Evaluation
Tuesday, July 23, 2024 7:00 PM Central

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

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present
Present: 7.

1. Call to Order
at 8:39 p.m.

2. Roll Call

3. Superintendent Evaluation

The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a) states, a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. During the meeting, the Board will review the Superintendent's progress towards his evaluation goals.

Move to convene to a closed session at 8:40 p.m. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Reconvened to open session at 10:13 p.m.

4. Adjournment

Move to Adjourn at 10:13 p.m. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: August 20, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, LUCAS K	ELEMENTARY ART SPECIALIST/LAKEWOOD,STOWE, (BA) III 8, 1.0, PUTZ A. TRANSFER	08/26/2024
BUFFINGTON, KATHERYN	SPED RESOURCE TEACHER/DENFELD, (BA+30) III 4, 1.0, DEMARS J. TRANSFER	08/26/2024
DENNSTEDT, RACHEL M	SPED ASD SETTING III/EAST, (MA) IV 6, 1.0, STEJSKAL J. DISPLACED	08/26/2024
HAMBY, HUNTER C	BAND TEACHER/DENFELD, (MA) IV 3, 1.0, LEHIGH J. TRANSFER	08/26/2024
HAMMOND, BETHANY A	SKILLS FOR SUCCEES, GRADE 6 ENGLISH, GRADE 8 ENGLISH/ORDEAN EAST, (BA) III 3, 0.6	08/20/2024
JOHANIK, SCOTT E	GRADE 3 TEACHER/LAURA MACARTHUR, (MA) IV 9, 1.0, HALLGREN T. TRANSFER	08/26/2024
KENKEL, EMMA T	EARTH SCIENCE TEACHER/EAST,(BA) III 1, 1.0,	08/26/2024
KNAPP, MICHAEL C	ASL TEACHER/DENFELD, EAST (MA) IV 9, 0.6	08/26/2024
KNUTSON, TERAH L	GRADE 8 SCIENCE,OUTDOOR ED/LINCOLN PARK, (BA+30) III 0.8,	08/26/2024
LAFONTAINE, MICHAEL R	CTE INTRO TO LAW ENFORCEMENT/EAST,DENFLED, (MA) IV 9, 0.2	08/26/2024
LUNSKI, BROOKE A	FIT INTERVENTIONIST TOSA/LAURA MACARTHUR, (BA) III 5, 1.0, GALLINGER C. DISPLACED	08/26/2024
MATHERLY, MADISON K	SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III 1, 1.0, MALY E. TRANSFER	08/26/2024
NESS, EMMA E	LTS SPED DCD SETTING III/EAST, (BA) III 1, 1.0, SCHNEIDERMANN M. PARENTAL LOA	08/26/2024
ROZEBOOM, BREANN R	MEDIA ARTS SPECIALIST/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
STEWART, SHAWN N	GRADE 2 TEACHER/LOWELL, (MA) IV 9, 1.0, WALEZKI K.	08/26/2024
THORSON, RILEY M	GRADE 6 TEACHER/ORDEAN, (BA) III 1.0, WILLIAMS M. TRANSFER	08/26/2024
WEGEHAUPT, LUCAS A	SCIENCE/AEO/ALC, (MA) IV 8, 1.0, THOUIN P. TRANSFER	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
PELERIN, BENJAMIN E	CHOIR TEACHER/LINCOLN PARK + ORDEAN EAST	09/09/2024 09/20/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JASPERSON-AAGENES, STEF	DEAN OF STUDENTS - ORDEAN-EAST MS	07/28/2024
LAKE, TAWNIEA L	DIRECTOR OF ASSESSMENT AND EVAL - DW	07/31/2024
MILLER, SARAH A	SPED SCHOOL NURSE - MYERS-WILKINS ES	08/01/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, AMIRA	SPED PROGRAM PARA/ROCKRIDGE, 32.5/38WKS, \$20.92/HR, SHORTER S. RESIGNED	08/26/2024
ATATISE SKINAWAY, DOREEN	OJIBWE LANGUAGE & CULTURE COORD/DISTRICT WIDE, 48WKS,\$1,979/WK,	08/05/2024
BANKS, KELLY A	SPED ESY PARA/LINCOLN PARK, UP TO 52HRS, \$21.35/HR	07/12/2024
BLACK, JENNA R	CUSTODIAN I/PIEDMONT, 40/52WKS, \$17.52/HR	07/08/2024
BOVARD, KAYLEE K	SPED LPN PARA/EAST, 32.5/38WKS, \$25.26/HR, SCHOMBERS C. TRANSFER	08/26/2024
DEGAETANO, ADINA M	SPED BW PARA/ORDEAN, 32.5/38WKS, \$20.28/HR.	08/26/2024
DURFEE, DAWN M	NUTRITIONAL SERVICE ASST/LAKEWOOD, 20/38WKS, \$15.22/HR, COOKE G. RESIGNED	08/28/2024
FREESE, MARIA M	SPED ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
JONES, BRITTA R	ESY PARA/STOWE, UP TO 52 HOURS, \$18.85/HR,	07/12/2024
KELLER, IRIS A	CERTIFIED INTERPRETER PARA/DISTRICT WIDE, 32.5/38WKS, \$39.26/HR	08/26/2024
KOTTKE, SHANNA M	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$27.78/HR, ZWAK E. RESIGNED	08/26/2024
KUROSKY, KATHLEEN E	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.40/HR, BERGESON J.	08/26/2024
LARSON, HADLEY L	ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
LAUDERBAUGH, GRACE L	SPED PROGRAM PARA/CHESTER CREEK, 31.25/38WKS, \$20.05/HR, SZAFLARSKI E. TRANSFER	08/26/2024
OMUNDSON, JENNIFER M	NUTRITIONAL SERVICE ASST/MYERS WILKINS, 21.25/38WKS, \$21.25/HR, MOLL K. RESIGNED	08/28/2024
OTWAY, JACKIE A	READING AND LANGUAGE ARTS COORD/DSC, 48WKS, \$1,979/WK	08/07/2024
POWE, AMANDA F	ESY SPED PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
SCHNABEL, QUINN L	ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR,	07/12/2024
SPENCER, TERRI L	SPED STUDENT SPECIFIC PARA/EAST, 32.5/38WKS, \$21.94/HR,	08/26/2024
WAHLGREN, DENISE M	OSS SENIOR/ECSE, 40/52WKS, \$19.83 HR, LOUGH T. RESIGNED	08/05/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BROWN, SHANNON K	EXECUTIVE CLERICAL ASST - DSC - WFH 7/15/24 - RTW 8/19/24	07/08/2024 08/19/2024
DEGRAEF, JEREMY J	ASST FACILITIES MNGR - DSC - END DATE TBD INTERMITTENT LEAVE	07/31/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
FREDRICKSON, ISAAC J	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	06/07/2024
PREBEG, BRITTANY K	OSS - EAST HS	06/21/2024
SUDHAKAR, AMITA	SPED PROG PARA - HOMECROFT ES	06/07/2024
WAUGAMAN, STEPHANIE M	SPED PROG PARA SETTING III/IV - ROCKRIDGE	06/07/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ERJAVEC, JANE L	SPED PROG PARA SETTING III/IV - DW	10/11/2024
KNEELAND, STEVE F	SPED PROG PARA SETTING III/IV-LINCOLN PARK	08/25/2024



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

<p><u>Title of Immediate Supervisor:</u> Supervisor of Building Operations/Building Principal</p>	<p><u>Department:</u> Building Operations</p>	<p><u>FLSA Status:</u> Non-Exempt</p>
<p><u>Accountable For (Job Titles):</u> Fireperson I, Pool Custodian & Custodians</p>		<p><u>Pay Grade Assignment:</u> National Conference of Firemen and Oilers, Local No. 956, Pay Group 15</p>

General Summary or Purpose Of Job:

The Engineer II assumes responsibility for and participates in the general operation; preventive maintenance; custodial care of assigned building and grounds; the heating, cooling and ventilation of the building. Positions assigned to this classification have responsibility for directing a small staff (2-5) comprised of Custodians, Pool Custodians and Firepersons I including the scheduling of work assignments, determining work priorities, staff evaluations but does not have the authority to initiate other personnel actions. The Engineer II classification is part of a classification series comprised of four levels. Positions assigned to the Engineer II differ from Engineer I in that the Engineer II is typically assigned facilities of larger square footage (e.g. 75,000 – 200,000 sq. ft.) and typically require a larger number of staff to maintain the additional square footage or also have to perform maintenance for a swimming pool. The difference between positions assigned to Engineer II vs. Engineer III is primary related to the size of the facility and the greater diversity of staff required to properly maintain and service the needs of the assigned building.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Operates and maintains steam boiler heating and ventilation systems in accordance with state laws and regulations.</p> <ul style="list-style-type: none"> ▪ Fires boilers ▪ Punches flues ▪ Adjusts thermostats ▪ Greases and oils motors ▪ Checks belts ▪ Monitors the system to ensure efficiency ▪ Operates the energy management computer system to maintain and track the preventive maintenance program. 	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
2.	Assists in the maintenance of school facilities and property. Assists in performing custodial duties and operating snow removal equipment. Inspects playground equipment, roof and other areas of the building to assess needs and maintenance requirements. Reports needs beyond the capabilities of building personnel.	Daily 30%
3.	Directs and monitors staff activities, schedules and priorities in the cleaning, care, and maintenance of building facilities and grounds in accordance with the standard procedures and guidelines established by Building Operations and directions of the Building Principal. Develops staff schedules, makes assignments, adjusts work to meet priorities and deadlines, monitors work performed and evaluates the performance of staff. Performs other lead responsibilities that do not involve initiating personnel actions.	Daily 10%
4.	Conducts preventive scheduled maintenance activities on equipment, motors, fixtures, appliances or system equipment (i.e. boiler, supply fans, exhaust fans, pumps, heating and cooling equipment) within the building. Detects and makes routine repairs and/or schedules and monitors the repairs make by vendors or other District staff.	Monthly 10%
5.	Monitors and ensures the swimming pool and related facilities are properly maintained and serviced. Tests and conducts required water tests to ensure proper chemical balances in accordance with Health Department regulations and standards and makes adjustments as needed.	Daily 10%
6.	Works closely with Building Operations personnel, the building principal, and school staff on issues pertaining to building safety, security, scheduling issues, building code regulations capital projects, maintenance projects, custodial or set up needs.	Daily 10%
7.	Orders and purchases supplies, cleaning materials and equipment necessary to maintain building properly. Monitors and purchases needs in accordance with the established building maintenance budget.	Weekly 5%
8.	Documents, records or prepares fuel reports, work orders, staff timesheets, inspection sheets, safety procedures or other documentation/reports required.	Daily 10%
9.	Performs other duties of a comparable level or type.	As required



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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

Requires a minimum of a high school diploma and two years previous experience as an Engineer I or related experience directing the custodial and maintenance activities of a large facility; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

~~Class "C" Boiler License in the State of Minnesota (Required)~~

~~Certified Pool Operators License (Required)~~

Knowledge Requirements:

Requires knowledge of:

- Basic fundamentals and operational principles involving combustion, mechanical, electrical and HVAC equipment and systems.
- Operational fundamentals of the equipment and supplies used in custodial and ground maintenance.
- General District administrative procedures, rules and guidelines pertaining to such areas as personnel, purchasing, contract services, safety and risk management.
- State laws and requirements governing licensing and operation of HVAC equipment and systems.
- State laws and health guidelines pertaining to the operation and maintenance of swimming pools.
- Basic understanding of supervisory practices and fundamentals.

Skill Requirements:

Skilled in:

- Leading, scheduling, planning, monitoring and evaluating the work of custodial and facility maintenance personnel.
- Operating and maintaining heating, cooling and ventilation equipment.
- Detecting, troubleshooting, servicing and performing scheduled preventive maintenance on heating, cooling and ventilation equipment.
- Maintaining, monitoring and servicing swimming pools in accordance with regulations and standards.
- Use of hand and power tools.
- Performing custodial and ground maintenance functions.
- Maintaining administrative records and implementing administrative functions (i.e. purchasing, department records, etc.) in accordance with District and departmental requirements.
- Communicating and collaborating with other district personnel, building administrator(s), building staff, students and teachers in the care, security and maintenance of the facility.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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 indoors but the job does require some outdoor work in all types of weather conditions. Duties may involve work with chemicals, working with or around mechanical parts, and some exposure to disagreeable fumes or airborne particles.				
General Physical Conditions:				
Work can be generally characterized as:				
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.				

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

Job Classification History:
Description revised by BCC, 1/02.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

<p><u>Title of Immediate Supervisor:</u> Supervisor of Building Operations/Building Principal</p>	<p><u>Department:</u> Building Operations</p>	<p><u>FLSA Status:</u> Non-Exempt</p>
<p><u>Accountable For (Job Titles):</u> Fireperson I, Pool Custodian & Custodians</p>		<p><u>Pay Grade Assignment:</u> National Conference of Firemen and Oilers, Local No. 956, Pay Group 15</p>

General Summary or Purpose Of Job:
<p>The Engineer II assumes responsibility for and participates in the general operation; preventive maintenance; custodial care of assigned building and grounds; the heating, cooling and ventilation of the building. Positions assigned to this classification have responsibility for directing a small staff (2-5) comprised of Custodians, Pool Custodians and Firepersons I including the scheduling of work assignments, determining work priorities, staff evaluations but does not have the authority to initiate other personnel actions. The Engineer II classification is part of a classification series comprised of four levels. Positions assigned to the Engineer II differ from Engineer I in that the Engineer II is typically assigned facilities of larger square footage (e.g. 75,000 – 200,000 sq. ft.) and typically require a larger number of staff to maintain the additional square footage or also have to perform maintenance for a swimming pool. The difference between positions assigned to Engineer II vs. Engineer III is primary related to the size of the facility and the greater diversity of staff required to properly maintain and service the needs of the assigned building.</p>

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Operates and maintains steam boiler heating and ventilation systems in accordance with state laws and regulations.</p> <ul style="list-style-type: none"> ▪ Fires boilers ▪ Punches flues ▪ Adjusts thermostats ▪ Greases and oils motors ▪ Checks belts ▪ Monitors the system to ensure efficiency ▪ Operates the energy management computer system to maintain and track the preventive maintenance program. 	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
2.	Assists in the maintenance of school facilities and property. Assists in performing custodial duties and operating snow removal equipment. Inspects playground equipment, roof and other areas of the building to assess needs and maintenance requirements. Reports needs beyond the capabilities of building personnel.	Daily 30%
3.	Directs and monitors staff activities, schedules and priorities in the cleaning, care, and maintenance of building facilities and grounds in accordance with the standard procedures and guidelines established by Building Operations and directions of the Building Principal. Develops staff schedules, makes assignments, adjusts work to meet priorities and deadlines, monitors work performed and evaluates the performance of staff. Performs other lead responsibilities that do not involve initiating personnel actions.	Daily 10%
4.	Conducts preventive scheduled maintenance activities on equipment, motors, fixtures, appliances or system equipment (i.e. boiler, supply fans, exhaust fans, pumps, heating and cooling equipment) within the building. Detects and makes routine repairs and/or schedules and monitors the repairs make by vendors or other District staff.	Monthly 10%
5.	Monitors and ensures the swimming pool and related facilities are properly maintained and serviced. Tests and conducts required water tests to ensure proper chemical balances in accordance with Health Department regulations and standards and makes adjustments as needed.	Daily 10%
6.	Works closely with Building Operations personnel, the building principal, and school staff on issues pertaining to building safety, security, scheduling issues, building code regulations capital projects, maintenance projects, custodial or set up needs.	Daily 10%
7.	Orders and purchases supplies, cleaning materials and equipment necessary to maintain building properly. Monitors and purchases needs in accordance with the established building maintenance budget.	Weekly 5%
8.	Documents, records or prepares fuel reports, work orders, staff timesheets, inspection sheets, safety procedures or other documentation/reports required.	Daily 10%
9.	Performs other duties of a comparable level or type.	As required



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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

Requires a minimum of a high school diploma and two years previous experience as an Engineer I or related experience directing the custodial and maintenance activities of a large facility; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Class "2-C" Boiler License in the State of Minnesota (Required)

Knowledge Requirements:

Requires knowledge of:

- Basic fundamentals and operational principles involving combustion, mechanical, electrical and HVAC equipment and systems.
- Operational fundamentals of the equipment and supplies used in custodial and ground maintenance.
- General District administrative procedures, rules and guidelines pertaining to such areas as personnel, purchasing, contract services, safety and risk management.
- State laws and requirements governing licensing and operation of HVAC equipment and systems.
- State laws and health guidelines pertaining to the operation and maintenance of swimming pools.
- Basic understanding of supervisory practices and fundamentals.

Skill Requirements:

Skilled in:

- Leading, scheduling, planning, monitoring and evaluating the work of custodial and facility maintenance personnel.
- Operating and maintaining heating, cooling and ventilation equipment.
- Detecting, troubleshooting, servicing and performing scheduled preventive maintenance on heating, cooling and ventilation equipment.
- Maintaining, monitoring and servicing swimming pools in accordance with regulations and standards.
- Use of hand and power tools.
- Performing custodial and ground maintenance functions.
- Maintaining administrative records and implementing administrative functions (i.e. purchasing, department records, etc.) in accordance with District and departmental requirements.
- Communicating and collaborating with other district personnel, building administrator(s), building staff, students and teachers in the care, security and maintenance of the facility.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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 indoors but the job does require some outdoor work in all types of weather conditions. Duties may involve work with chemicals, working with or around mechanical parts, and some exposure to disagreeable fumes or airborne particles.				
General Physical Conditions:				
Work can be generally characterized as:				
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.				

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

Job Classification History:
Description revised by BCC, 1/02.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

Second Shift Engineer I

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 5A

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

School Custodian I/II/III

Summary

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

Essential functions

- Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
- Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
- Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
- Close building for daily operations; ensure building and grounds are safe and secure.

- Cleans rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
- Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
- Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
- Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- One year of experience
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- ~~Second Class C Boilers License in the State of Minnesota~~

Knowledge Requirements

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

Skill Requirements

- Use and care of floor cleaning equipment.
- Task prioritization.
- Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments).
- Operation of personal computers, including related to building access and lighting control.
- Operation of hand and power tools.
- Oral and written communications.
- Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities management supervisor.
- Written and verbal communication and relationship skills to efficiently and effectively perform essential duties.

Work environment

Work is performed under various conditions and there are risks associated with slippery and elevated surfaces, electrical equipment, and cleaning and maintenance chemicals, airborne particles, vibration, and outdoor weather conditions associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification by Kerry M. Leider 07.19.16

Approved by Duluth Civil Service Board on 08/02/2016. Revised by Human Resources 2/2021.

Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer I

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 5A

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

School Custodian I/II/III

Summary

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

Essential functions

- Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
- Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
- Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
- Close building for daily operations; ensure building and grounds are safe and secure.

- Cleans rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
- Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
- Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
- Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- One year of experience
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- Special Boilers License in the State of Minnesota

Knowledge Requirements

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

Skill Requirements

- Use and care of floor cleaning equipment.
- Task prioritization.
- Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments).
- Operation of personal computers, including related to building access and lighting control.
- Operation of hand and power tools.
- Oral and written communications.
- Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities management supervisor.
- Written and verbal communication and relationship skills to efficiently and effectively perform essential duties.

Work environment

Work is performed under various conditions and there are risks associated with slippery and elevated surfaces, electrical equipment, and cleaning and maintenance chemicals, airborne particles, vibration, and outdoor weather conditions associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification by Kerry M. Leider 07.19.16

Approved by Duluth Civil Service Board on 08/02/2016. Revised by Human Resources 2/2021.

Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer II

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 12

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

Pool Custodian, School Custodian I/II/III

Summary

To operate and maintain a low-pressure heating system and a natatorium. To perform mechanical installations, repairs and custodial work.

Essential functions

- Operate and maintain low pressure heating system; operate, maintain and repair a variety of heating and ventilation equipment.
- Assist with various custodial tasks including floor care, sanitation, trash and snow removal, stadium set-up and equipment transport.
- Oversee nightly operations of the building; coordinate with building principal and various faculty and staff regarding access, heating and ventilation needs for evening activities; assist in monitoring the conduct of students and adults in and around the building.
- Operate and maintain natatorium; clean pool and maintain related equipment; test and maintain proper chemical balances.
- Open and close building for daily operations; ensure building and grounds are safe and secure.
- Direct night custodians.
- In the absence of the Building Engineer, order supplies, conduct building inspections and interface with principals, faculty and staff on facility maintenance problems as they arise.
- Performs other duties of a comparable level or type.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- Two years of relevant experience in HVAC, plumbing and electrical maintenance and repair
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- ~~First Class C Boilers License in the State of Minnesota~~
- Certified Pool Operator License

Knowledge Requirements

- Knowledge of operation, maintenance and repair of low-pressure boilers, pumps, and various heating and ventilation equipment.
- Knowledge of operation, maintenance and repair of natatorium systems.
- Lawn and turf care materials and techniques.
- Knowledge of basic carpentry, plumbing and electrical maintenance techniques.
- OSHA safety rules and safe working practices.

Skill Requirements

- Operation and maintenance of heating and ventilation equipment.
- Operation of hand and power tools.
- Operation of personal computers.
- Use of energy management, word processing and electronic spreadsheet software applications.
- Overseeing, directing, leading and assigning work to custodial workers.
- Oral and written communications.

Work environment

Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting on December 14, 2001. Revised by Human Resources 2/2021. Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer II

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 12

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

Pool Custodian, School Custodian I/II/III

Summary

To operate and maintain a low-pressure heating system and a natatorium. To perform mechanical installations, repairs and custodial work.

Essential functions

- Operate and maintain low pressure heating system; operate, maintain and repair a variety of heating and ventilation equipment.
- Assist with various custodial tasks including floor care, sanitation, trash and snow removal, stadium set-up and equipment transport.
- Oversee nightly operations of the building; coordinate with building principal and various faculty and staff regarding access, heating and ventilation needs for evening activities; assist in monitoring the conduct of students and adults in and around the building.
- Operate and maintain natatorium; clean pool and maintain related equipment; test and maintain proper chemical balances.
- Open and close building for daily operations; ensure building and grounds are safe and secure.
- Direct night custodians.
- In the absence of the Building Engineer, order supplies, conduct building inspections and interface with principals, faculty and staff on facility maintenance problems as they arise.
- Performs other duties of a comparable level or type.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- Two years of relevant experience in HVAC, plumbing and electrical maintenance and repair
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- Class 2-C Boilers License in the State of Minnesota
- Certified Pool Operator License

Knowledge Requirements

- Knowledge of operation, maintenance and repair of low-pressure boilers, pumps, and various heating and ventilation equipment.
- Knowledge of operation, maintenance and repair of natatorium systems.
- Lawn and turf care materials and techniques.
- Knowledge of basic carpentry, plumbing and electrical maintenance techniques.
- OSHA safety rules and safe working practices.

Skill Requirements

- Operation and maintenance of heating and ventilation equipment.
- Operation of hand and power tools.
- Operation of personal computers.
- Use of energy management, word processing and electronic spreadsheet software applications.
- Overseeing, directing, leading and assigning work to custodial workers.
- Oral and written communications.

Work environment

Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting on December 14, 2001. Revised by Human Resources 2/2021. Approved by Duluth Civil Service Board 06/01/2021.

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report August 12, 2024 Committee Meeting BUDGET SUMMARY

8/8/2024

Percent spent
8/8/2024

REVENUES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDG		24-25 RECEIVED TO YEAR TO DATE		24-25 RECEIVED ENCUMBERED		24-25 BUDGET BALANCE		Percent spent 8/8/2024
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	July - June				
	General	1	\$ 121,707,253.72	\$ 121,707,263.72	\$ 973,156.41	\$ 877.00	\$ 120,733,230.31	1%			
Food Service	2	\$ 6,000,000.00	\$ 6,000,000.00	\$ 32,691.81	\$ 296.10	\$ 5,967,012.09	1%				
Transportation	3	\$ 6,332,190.85	\$ 6,332,190.85	\$ 41,833.49	\$ -	\$ 6,290,357.36	1%				
Community Ed	4	\$ 8,580,500.00	\$ 8,580,500.00	\$ 17,227.58	\$ 880.00	\$ 8,562,392.42	0%				
Operating Captial	5	\$ 2,772,175.43	\$ 2,772,175.43	\$ 12,934.15	\$ -	\$ 2,759,241.28	0%				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 28,067,285.00	\$ 28,067,285.00	\$ 356,750.38	\$ -	\$ 27,710,534.62	1%				
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%				
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 127,183.21	\$ -	\$ 822,816.79	13%				
Student Acitivity	79	\$ 276,264.00	\$ 276,264.00	\$ 25.00	\$ -	\$ 276,239.00	0%				
REVENUE	TOTALS:	\$ 174,961,769.00	\$ 174,961,779.00	\$ 1,561,802.03	\$ 2,053.10	\$ 173,397,923.87	1%				

EXPENSES	24-25 CURRENT YEAR ADOPTED BUDGET		24-25 CURRENT YEAR REVISED BUDG		24-25 EXPENSES TO YEAR TO DATE		24-25 EXPENSES ENCUMBERED		24-25 BUDGET BALANCE		Percent spent 8/8/2024
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	July - June				
	General	1	\$ 122,251,138.00	\$ 122,251,138.00	\$ 4,422,415.87	\$ 4,997,676.65	\$ 112,831,045.48	8%			
Food Service	2	\$ 6,055,998.00	\$ 6,055,998.00	\$ 179,005.09	\$ 2,844,446.55	\$ 3,032,546.36	50%				
Transportation	3	\$ 6,783,799.00	\$ 6,783,799.00	\$ 134,101.19	\$ 514,709.05	\$ 6,134,988.76	10%				
Community Ed	4	\$ 7,826,159.00	\$ 7,826,159.00	\$ 173,501.73	\$ 34,989.11	\$ 7,617,668.16	3%				
Operating Captial	5	\$ 6,720,958.43	\$ 6,720,958.43	\$ 1,247,635.32	\$ 399,639.26	\$ 5,073,683.85	25%				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,808,693.10	\$ -	\$ 25,584,836.90	7%				
Trust Fund	8	\$ 263,733.00	\$ 263,700.00	\$ -	\$ -	\$ 263,733.00	0%				
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 125,536.83	\$ -	\$ 804,027.17	14%				
Student Acitivity	79	\$ 276,264.00	\$ 276,264.00	\$ 3,551.68	\$ 12,704.00	\$ 260,008.32	6%				
EXPENSE	TOTALS	\$ 178,501,143.43	\$ 178,501,110.43	\$ 8,094,440.81	\$ 8,804,164.62	\$ 161,602,538.00	9%				

DCSC + DPS AGREEMENT 2024-2027

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 Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30, 2027 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.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the six key practices in the Essentials for Community School Transformation: (1) Collaborative Leadership, Shared Power and Voice, (2) Expanded, Enriched Learning Opportunities, (3) Rigorous, community-connected classroom instruction, (4) Culture of belonging, safety, and care, (5) Integrated system of support, and (6) powerful student and family engagement. ([Source: Community Schools Forward](#))

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Full-Service Community School Site Coordinators at Myers-Wilkins Elementary and Denfeld High School.
3. Employ Out-of-School Time Coordinators at all three Community Schools.
4. Employ Community Health Coordinators at designated sites.
5. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
6. Engage families and the community in driving education transformation.
7. Incorporate proven strategies and continually evaluate results alongside school and community partner teams.
8. Co-lead monthly district-wide FSCS meetings with Assistant Superintendent, Site Principals,

DSCS Staff, Community Partners, and other designated individuals.

9. Guide the planning and implantation of FSCS.
10. Assist in implementing supportive policies and practices.
11. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes in conjunction with each site's School Improvement Plan (SIP).
12. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
13. Remain focused on whole family; student and school based supportive policies and best practices.
14. Provide support, supervision and coaching of Site Coordinators at all three Community Schools.
15. Participate in stakeholder meetings and activities.
16. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
17. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
18. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
19. Ensure proper background checks have been completed.
20. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information as designated school officials as classified in FERPA (§ 99.31(a)(1)(i)(B)) and in compliance with all requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to promote wellbeing and success for Duluth Public Schools students and families by co-creating, celebrating, and mobilizing for equitable educational experiences.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools' Community Schools.
2. Work with DCSC to use braided funding to ensure that a full-time Full-Service Community School Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or their designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. DPS also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. DPS agrees to continue to implement the FSCS model and to work with DCSC to plan a

continuum of solutions—aligned with School Improvement Plans—designed to significantly improve educational outcomes.

6. DPS agrees to include Full-Service Community School Coordinators in the development and monitoring of School Improvement Plans for individual community schools.
21. Partner with DCSC in the design and delivery of FSCS model, including the development of an evaluation plan that incorporates FSCS outcomes in conjunction with the School Improvement Plan (SIP).
7. Assist with collection and reporting of data when needed, included access to necessary data in Infinite Campus and other district-owned databases as necessary. See Exhibit B for data details.
8. Support and facilitate collaborative grant writing opportunities that enhance FSCS strategies and activities.
9. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.
10. Dedicate time during DPS School Board Meetings—at least twice annually—for Duluth Community School Collaborative staff to share FSCS updates.
11. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
12. Meet regularly—at least quarterly—with DCSC Leadership to review shared grant priorities and grant budgets.
13. Provide access to a Share Google Drive with access for DCSC Leadership to add/remove individuals and for all DCSC staff to add/edit/remove documents.

3B. Leadership Responsibilities: The Community School Principals and Community School Coordinators will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support, and performance evaluation of Community School Site Coordinators.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. email, ID badges, phones, computers, database access, parent communication portal, school badges, keys, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator, other embedded FSCS staff, and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
9. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
10. Notify FSCS Site Coordinators and partners of grants that impact the full-service community

school model.

11. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time FSCS Site Coordinator in the academic years 2024-2025, 2025-2026, and 2026-2027 (as required by the FSCS model):

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at their site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team’s vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS’ philosophy and programs to all stakeholders.
3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team.
6. Support event planning committees for family and community engagement.
7. Participate in community committees and meetings that increase community engagement efforts.
8. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
9. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
10. In collaboration with school staff, identify and facilitate parent leadership opportunities.
11. Conduct ongoing resource mapping and needs assessments in alignment with school and district-wide surveys and strategic planning.
12. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
13. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with their strategic vision for their school.
14. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between DCSC Executive Director and the school Principal. Annual evaluations will be completed in collaboration between the school principal and DCSC Executive Director.

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

Contractor must work with DPS to provide contact information for all of its employees for DPS to complete a criminal history background check Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file. Background checks are provided through DPS at no cost to the Contractor.

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. Payment. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$855,000. See exhibit A for budget allocation.

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 Payment. 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. Payments shall be made in equal monthly installments of \$23,750.

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. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

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Exhibit A

DCSC Budget Allocation Details by Year

Myers-Wilkins Elementary

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$60,000	FSCS Coordinator	\$50,000 – MDE FSCS Grant \$10,000 – MW or DPS Source
<u>\$25,000</u>	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	<u>\$25,000 – MDE FSCS Grant</u>
		Total/Year: \$85,000

Lincoln Park Middle School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
<u>\$25,000</u>	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	<u>\$25,000 – MDE FSCS Grant</u>
		Total/Year: \$40,000

Denfeld High School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
\$25,000	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	\$25,000 – MDE FSCS Grant
\$60,000	Community Health Coordinator	\$60,000 – MDE FSCS Grant
\$60,000	FSCS Coordinator	\$60,000 – Denfeld or DPS Source
		Total/Year: \$160,000

Exhibit B

Program Participant Information – Collected from Infinite Campus (or other Duluth Public School District Database) and shared in Cityspan Database for MDE Program Reporting. Current demographic data requested from MDE:

Participant Profile:
a. Total number of youth served:
b. Youth with one or more disabilities
c. Low-income youth
d. English language learners
e. Youth in foster care
f. Migrant youth
g. Youth in correctional facilities
h. Youth experiencing homelessness
i. LGBTQ+ youth
j. Rural youth disproportionately impacted by the pandemic
k. American Indian youth
l. Alaska Native youth
m. Asian youth
n. Black or African American youth

o. Native Hawaiian or Other Pacific Islander youth
p. Hispanic/ Latino youth
q. White youth
r. Two or more races
s. Other (please specify):
t. Elementary students (K-5 th grade students)
u. Middle school or junior high students (6 th -8 th grade students)
v. High school students (9 th -12 th grade students)
w. Other (please specify):

DULUTH PUBLIC SCHOOL DISTRICT & KUDER

STATEMENT OF WORK (SOW)

Account #: 226528

Submitted 07/15/2024

Valid for 30 days after submission.

OVERVIEW & SUMMARY

Duluth Public School District has engaged Kuder for a proposal to deliver a virtual college and career readiness system to support students, in grades PK-12, their families, and educators. Kuder will support educators in providing the most research-backed, reliable, and valid assessments in the industry, housed in a technology platform that supports students with configurable individual graduation plans; localized course planning; and in-depth occupation, education and training, and financial aid resources. Kuder will also provide an elementary career awareness system featuring flexible resources and reports for effective implementation. Additionally, Kuder will provide Career Advisor Certification training for designated staff through the Institute for Career Advising and Development (ICAD).

PROJECT SCOPE & DELIVERABLES

Kuder will provide the following products and services:

1. Online College & Career Readiness Platform – Kuder Galaxy® (Galaxy) & Kuder Navigator® (Navigator)
 - Galaxy access for up to 9 sites, and up to 3,300 students, grades PK-5, as well as their parents. Galaxy is a powerful, yet playful career awareness system with seven unique levels for elementary students.
 - Galaxy Admin access for authorized educators to track students' progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
 - Navigator access for up to 6 sites, and up to 4,400 students, grades 6-12, as well as their parents. Navigator is an education and career planning system for secondary students. Key features include:
 - ✓ Research-based Career Assessments – Students discover their interests, skills, and work values as the foundational step for exploring and selecting college and career options.
 - ✓ Pathways Link – Connects student interests to district specialized programs and/or CTE courses.
 - ✓ Graduation Plan – A configurable framework for meeting requirements and tracking progress
 - ✓ Education Planner – A course planner to build multi-year plans based on local courses and requirements.
 - ✓ College Match – An expanded search tool with personalized college matches, acceptance likelihood, and information on net price for high school students.
 - ✓ Online Test Prep – Complete test preparation courses and tests for ACT, SAT, and more for 9-12th graders.

- ✓ Parchment Integration – The district can seamlessly request up to 800 transcripts and documents each year.
 - ✓ Common App Integration – High school students can complete college applications and request letters of recommendation and evaluations.
 - ✓ Application Tracking – Track progress and status on college and scholarship applications.
 - ✓ Connect 2 Business – Recommend work-based learning opportunities that match student career interests and configure related activities aligned to WBL requirements.
 - ✓ Lifelong, sharable career portfolio.
- Navigator Admin access for authorized educators to track students’ progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
 - ✓ Direct Your Future™ (DYF): Educators access DYF, a complete middle school and high school classroom curriculum for a career planning course featuring Navigator.
2. Custom Reporting – In addition to the self-generated reports available within the platform, your dedicated partner solutions manager will share additional data and reporting on a quarterly basis.
 3. Dedicated Manager – A partner solutions manager will be your main point of contact and work directly and regularly with your stakeholders to set goals, measure progress, and ensure partnership success.
 4. System and Process Training – Our training team of certified career advisors will work directly with your stakeholders to ensure understanding of system benefits and features. You will receive:
 - Up to six (6) hours of custom online training delivered through 30-minute to 2-hour sessions.
 - Unlimited access to online training, implementation, and communications resources such as webinars, tutorials, materials, newsletters, best practices, and more.
 5. Ongoing Support Team – Access to our team for responsive customer and technical support Monday through Friday from 7:00 am – 5:00 pm Central time via phone, email, and live chat.
 6. Custom Development – Kuder’s team will complete system configuration for your district.
 - Branding – Development of a landing page for your brand and content using one of our flexible templates. The page serves as a central, personalized access point for all users logging into the system.
 - SSO – Administrative set up to onboard your sites and configure the single sign-on (SSO) and account provisioning functionality through Clever or Classlink.
 7. Professional Development – Access to 50 ICAD Career Advisor Training-Advanced seats for Year 1 of the agreement and 10 ICAD seats per year for years 2-6 of the agreement. ICAD Career Advisor Training-Advanced credentials are recommended for school and district personnel to implement and deliver product-led college and career readiness instruction. CAT-A credentials allow student services personnel to provide a comprehensive experience across all schools to ensure a succinct career-centric

counseling program for grades K-12. The virtual 30-hour course is on-demand, self-paced, and offers international certification.

OUT OF SCOPE

The following items are out of scope of this contract:

- System data or content customization, not expressly stated in the SOW.
- Integration with a single sign on provider other than Clever or Classlink.
- Ad-Hoc Data reporting not expressly stated in SOW.
- One day of face-to-face training featuring two (2), three-hour sessions.

PRICING & TERMS

Multi-year pricing for a six-year contract (paid upfront) is \$156,600. Price is locked for contract term.

Purchase Order: Upon execution of this SOW, please send a purchase order to orders@kuder.com to generate your invoice. Include your payment method with your purchase order.

Payment Method: ACH, Check, or Credit Card. Note: Credit card payments require a 5% service charge.

Payment Terms: Net 30 days from receipt of invoice. 1.5% fee per month for late payments.

Billing Method: Email

Contract Term: This agreement will begin upon execution of this SOW.

Renewal: All renewals are subject to a 3% price increase.

ACCEPTANCE

The parties hereto have executed this Statement of Work in the manner and form sufficient to bind them on the day and year written after the execution by their respective parties.

Kuder

By:

Name: Connor Harrington

Title: Chief Executive Officer

Date: _____

Duluth Public School District

By:

Name: Simone Zwick

Title: Exec. Dir. Business Services

Date: 7-24-24

Upon signature by Customer and submission to Kuder, this contract shall become legally binding unless this contract is rejected by Kuder for any of the following reasons: (1) the signatory above does not have the authority to bind Customer to this contract, (2) unauthorized changes have been made to this contract, or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this contract. Subscriptions are non-cancelable before their contract end date. This contract is governed by the terms of the



kuder.com Master Service Agreement found at <https://www.kuder.com/site-license/> unless (i) Customer has a written master subscription agreement executed by Kuder for such Services as referenced in the Documentation, in which case such written Kuder master subscription agreement will govern or (ii) otherwise set forth herein. Kuder reserves the right to end system access and services for late or non-payments. Customer further agrees to allow Kuder to utilize its name and logo to actively promote the Customer partnership and usage of Kuder products and services in any Kuder marketing, sales, or public relations activity.

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE made as of the 30th day of July, 2024 (“Effective Date”) by and among TECH VILLAGE, LLC (“Landlord”) and ISD 709 DULUTH PUBLIC SCHOOLS (the “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on or about October 18, 2021 (“Lease”) regarding the premises located at 11 East Superior Street, Duluth, Minnesota (the “Premises”). The Premises leased by Tenant consist of approximately 13,958 rentable square feet and 12,137 usable square feet, in a building commonly known as the Duluth Technology Village (“Leased Premises”).

WHEREAS, Tenant wishes to exercise one of its renewal options in the Lease and add six (6) additional parking spaces for its use.

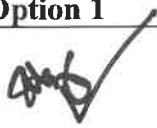
WHEREAS, Landlord and Tenant wish to enter into this First Amendment of Lease according to the terms set forth herein.

NOW, THEREFORE, the parties hereto agree to amend the Lease as of the Effective Date as follows:

1. **Option Period.** Section 6 of Basic Terms is hereby amended and replaced in its entirety as follows:

6. **Option Period.** The Tenant shall have the option to extend this Lease for three (3) additional two (2)-year periods, the terms of which are as set forth in the table below.

Repayment of the Tenant Improvement will expire at the end of the original term reducing the PSF rate by \$6.12. With the elimination of the Tenant Improvement payment, basic rent during the option period(s) shall increase annually by three percent (3%) annually as follows:

Option 1	Months	PSF	Monthly	Annual
	10/01/2024 – 09/30/2025	\$23.88	\$27,776.42	\$333,317.04
	10/01/2025 – 09/30/2026	\$24.60	\$28,613.90	\$343,366.80
Option 2	Months	PSF	Monthly	Annual
	10/01/2026 –	\$25.33	\$29,463.01	\$353,556.14

	09/30/2027				
	10/01/2027	–	\$26.09	\$30,347.02	\$364,164.22
	09/30/2028				
Option 3	Months		PSF	Monthly	Annual
	10/01/2028	–	\$26.87	\$31,254.29	\$375,051.46
	09/30/2029				
	10/01/2029	–	\$27.68	\$32,196.45	\$386,357.44
	09/30/2030				

2. Exercise of Option. Tenant hereby exercises its first option to extend the Lease for two (2) years, commencing on October 1, 2024, according to the terms set forth in Section 6 of the Basic Terms of the Lease as amended herein.

3. Parking. Commencing on August 1, 2024, Section 15 of the Basic Terms of the Lease shall be amended and replaced in its entirety as follows:

15. **Parking.** Tenant shall have a total of thirty-one (31) surface parking spaces within the 1st & 1st Street lot for use by its employees, which will consist of the twenty-five (25) parking spaces Tenant had under the Lease and an additional six (6) parking spaces being added pursuant to this First Amendment of Lease. The cost for the twenty-five (25) original parking spaces is included in the gross rental rate. The cost for the six (6) additional spaces shall be separately billed at a rate of \$115 per month, per space (“Additional Parking Rate”). Landlord and Tenant agree that the Additional Parking Rate is a pass through of the costs charged to the Landlord by the City of Duluth. In the event the City of Duluth increases the Additional Parking Rate during the Renewal Term and any extension(s) thereof, Landlord shall give Tenant thirty (30) days prior written notice of such Additional Parking Rate change and thereafter, the Additional Parking Rate shall be adjusted to the verified Additional Parking Rate being charged to the Landlord by the City of Duluth. Parking spaces will be for regular daily employees housed in the Duluth Technology Village office. Landlord will not provide dedicated parking for Tenant's occasional employees or visitors.

4. Basic Rent – Cleaning. Commencing on October 1, 2024, Section 4 of Basic Terms of the Lease regarding the cost of Cleaning (“Cleaning Fee”) is hereby amended as follows:

	PSF	Monthly	Annually
Cleaning	\$2.91	\$2,943.22	\$35,318.67

Tenant shall have the option to hire out their own cleaning services in lieu of paying the Cleaning Fee at their sole option. If Tenant desires to hire out their own cleaning services, they

shall provide Landlord with thirty (30) days' notice of their intention prior to commencing Tenant's own cleaning service.

5. No Claims. Tenant acknowledges and agrees that Tenant has no unasserted claims, set offs or defenses regarding the Lease and Landlord's performance thereunder.

6. First Amendment Controls. Except as amended above, all terms and conditions of the original Lease is hereby incorporated and restated unless modified by this First Amendment. In the event of any inconsistencies between the Lease and this First Amendment, this First Amendment shall control. Outside of any inconsistencies, all other terms and conditions of the Lease shall remain in full force and effect.

7. Counterparts and Scanned Signatures. This First Amendment of Lease may be executed in one or more counterparts and scanned signatures shall be deemed as valid as an original.

[Signature page to follow]

Signature page to First Amendment to Lease Agreement

LANDLORD

TECH VILLAGE, LLC

By: _____
Its: _____

TENANT

INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Simone Zurich*
Its: *Exec. Dir. Business Services*

Facility Use Fee Schedule

All fees listed are per hour unless otherwise specified.

	Priority Classifications			
	CLASS I	CLASS II	CLASS III	CLASS IV
	District Use	Duluth Youth Organizations, Governmental, Municipally, Local Colleges and Universities	Tournaments, Non-Profits, Non-Duluth Youth Organizations	Commercial Groups
Elementary School Spaces	No Charge			
Cafeteria		\$5.00	\$15.00	\$25.00
Classroom		\$5.00	\$10.00	\$20.00
Special Use Classroom (Art, Music, Fitness)		\$5.00	\$15.00	\$30.00
Field		\$0.00	\$0.00	\$50.00
Gym		\$5.00	\$15.00	\$30.00
Media Center		\$5.00	\$15.00	\$25.00
Kitchen*		\$20.00	\$30.00	\$50.00
Parking Lot		\$0.00	\$0.00	\$50.00
Playground		\$0.00	\$0.00	\$50.00
Secondary School Spaces	No Charge			
Cafeteria/Commons		\$10.00	\$20.00	\$30.00
Classroom		\$5.00	\$10.00	\$20.00
Special Use Classroom (Art, Music, Fitness)		\$5.00	\$15.00	\$30.00
Gym		\$15.00	\$30.00	\$75.00
Locker Rooms		\$5.00	\$15.00	\$30.00
Media Center		\$5.00	\$15.00	\$25.00
Kitchen*		\$20.00	\$30.00	\$50.00
Parking Lot		\$0.00	\$0.00	\$50.00

Stadiums* (Marv Heikkinen Field at Denfeld HS, Ordean Stadium at East HS)	No Charge			
Full Use Stadium		\$150.00	\$150.00	\$175.00
Only Field Use		\$35.00	\$35.00	\$70.00
<i>Scoreboard</i>		\$25.00 / day		
<i>Lights</i>		\$25.00 / day		
<i>Sound System</i>		\$25.00 / day		
<i>Team Rooms</i>		\$25.00 / day		
<i>Washrooms</i>		\$50.00 / day		
		\$50.00 / day		
Fields*	No Charge			
OEMS and LPMS Turf		\$20.00	\$35.00	\$50
Laura MacArthur Tennis Courts		\$15.00	\$20.00	\$35
Duluth East HS Baseball Field		\$50.00	\$50.00	\$70.00
		Summer Season Rental: \$750		
Auditoriums*	No Charge			
Denfeld HS (1852 cap.)		\$15.00	\$120.00	\$300.00
East HS (700 cap.)		\$15.00	\$115.00	\$280.00
Ordean MS (571 cap.)		\$15.00	\$60.00	\$150.00
Lincoln Park MS (405 cap.)		\$15.00	\$60.00	\$150.00
<i>Microphones</i>		\$20.00 / day		
<i>Spot lights</i>		\$30.00		
<i>Organ</i>		\$60.00		
<i>Computer Projector</i>		\$20.00 / day		
<i>Orchestra Shell</i>		\$100 / day		
<i>Choral Risers</i>		\$50.00 / day		
<i>Grand Piano</i>		\$150 / day (included tuning)		
Pools*	No Charge			
OEMS and LPMS		\$25.00	\$50.00	\$75.00
<i>Scoring Table and Clock - Flat Rate</i>		\$10.00	\$20.00	\$35.00

* Requires additional ISD 709 staffing with rental.

Personnel Fees		
	Mon - Sat	Sundays/ Holidays
Custodial Services	\$45.00	\$55.00
Food Services	\$25.00	\$30.00
Computer Tech	\$25.00	\$30.00
Auditorium Site Manager	\$35.00	\$45.00
Auditorium Tech	\$50.00	\$60.00
Stage Hand	\$20.00	\$30.00
Lifeguard	\$15.00	\$20.00
Gate Attendant (multi-purpose fields)	\$50.00 flat	\$50.00 flat
Site Manager (other than auditorium and baseball field)	\$25.00	\$35.00
Baseball Field Site Manager (site management and field maintenance)	\$75.00 per game	
Electrician (if needed/auditorium)	\$300.00 flat	\$360.00 flat

For a full description of all procedures and requirements, see the Facility Use Guide.

Facility Use Fee Waiver

Our district is committed to ensuring equal access for all community groups, regardless of financial constraints. Therefore, we offer a fee waiver program for groups who are unable to pay the standard facility use fees. To apply for the fee waiver, groups must submit the fee waiver found on our Facility Use website outlining their financial need and the purpose of their facility use. We believe that every group deserves the opportunity to access our facility and contribute to the vibrancy of our community. By offering this fee waiver program, we hope to create a more inclusive and supportive environment for all.

Questions can be sent to facilitiesrequest@isd709.org.

Facility Use Exemption Waiver Application

Name of Organization/Applicant: _____

Contact Person: _____

Phone: _____ Email: _____

Address: _____

Facility Information:

Name of Facility Requested: _____

Space Requested (i.e. Gym, Classroom, Cafeteria): _____

Purpose of Facility Use:

Date(s) Requested: _____ Time(s) Requested: _____

Description of Event/Activity - Briefly describe the event or activity for which you are requesting the facility.

Reason for Exemption - Explain why you are seeking an exemption from any fees or requirements for facility use. Include any relevant policies or regulations that support your request. Also include any fees charged to participants and how those funds are used.

How will this event/activity benefit the community or the facility? Describe the positive impact or benefits this event/activity will bring to the community or the facility.

Acknowledgment and Agreement:

By signing this application, I acknowledge that:

- The information provided is accurate to the best of my knowledge.
- I understand that approval of this waiver is at the discretion of facility management.
- I agree to comply with all applicable policies and regulations during the event/activity.

Signature: _____ Date: _____

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE: 7/11/2024

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:

Quentono War Eagle Neal

5/30/2024

July 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.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRAD DATE</u>
Kennedy Hraban	Denfeld High School	7/9/2024

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 7/11/2024

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:

Daniel Grew

7/11/2024

July 17, 2024

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRAD DATE</u>
Maninderpal Multani	Duluth Public Schools	7/17/2024

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

August 7, 2024

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Road
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRAD DATE</u>
Nazareth Dean	Duluth Public Schools	8/7/2024

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 2022

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statutes section 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school licensed nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually

transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 142 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to
Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

~~4055 COMMUNICABLE DISEASE~~

~~Regarding reportable communicable disease, the School District shall follow Chapter 4605 of the Minnesota Rules of the Minnesota Department of Health effective June 3, 1985. This policy applies generally to cases, suspected cases, and deaths from communicable diseases and syndromes, as well as reporting of disease and disease control. This policy is exclusive of HIV Infection (Refer to Policy 4065, HIV Infection).~~

~~Guidelines for determining employees' inclusion or exclusion from work shall follow current recommendations from the St. Louis County Health Department, the Minnesota Department of Health, the Minnesota Department of Education, and the U. S. Public Health Center for Disease Control.~~

~~References: MN State Rules Chap 4735.0100-4735.0300
MS 144.05, 144.0742, 144.12 and 144.45
MS 13.38~~

~~Adopted: 09-12-1988 ISD 709~~

~~Revised: 07-17-1990~~

~~06-20-1995 ISD 709~~

4065 HIV INFECTION

The School Board recognizes that the epidemic of AIDS has the potential to interfere with the educational process, both for those infected with HIV and for those who lack knowledge that there is no evidence that the virus is transmitted in casual contact settings such as schools. Furthermore, education is the primary vehicle for prevention of this disease. Therefore, the role of the educational system is to respect the rights of individuals with HIV infection to education, to privacy, and to be free from discrimination; to respect the rights of others in the system to be educated and to work in a safe environment; and to educate administrators, staff, and students about preventing and reducing the risk of HIV transmission.

1. Fiscal Management

The School District may accept funds for the development and implementation of AIDS prevention and risk reduction programs from public and private sources including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

2. Student Services

a. Access. Student services will be readily available so that staff and students can receive specific information regarding HIV infection, counseling, and assistance in locating and using health services and social services.

b. Handicap/Disability. Each student with HIV infection is considered handicapped according to Section 504 of the federal Vocational Rehabilitation Act. The need for the development of an Individual Education Plan (IEP) shall be determined according to policies governing eligibility for special education services. If an Individual Health Plan (IHP) is developed which relates to educational objectives of the IEP, the IHP is to be included in the IEP.

3. Facility Development/System-Wide Issues

a. Discrimination/Harassment. Discrimination, hostility or intimidation or offensive behavior is not permitted against any staff member or student with HIV infection.

b. Data Privacy/Confidentiality. The district protects the privacy rights of staff and learners of all ages. Therefore, knowledge that a specific staff or student is HIV infected will be shared only with permission of the adult or, for a minor child, the parent or guardian.

c. Local District Support Team. The School District shall establish a Local District Support Team comprised of qualified persons identified by the Superintendent to assist in preparing the School District's response when learning that a student or staff member is infected with HIV. Members may include, in addition to the Superintendent, the Chairperson of the School Board, School District attorney, a building principal, classroom teacher, and the licensed school nurse. The Community Health Services HIV

~~Resource person and a member of the local HIV Task Force may also be members.~~

~~d. Screening/Testing for the Presence of HIV. Mandatory screening for HIV (such as the HIV antibody test) as a condition of employment or enrollment is not warranted.~~

~~e. Safety Precautions. Universal precautions for handling all blood and body fluids according to Centers for Disease Control (CDC) guidelines will be implemented.~~

~~4. Personnel~~

~~a. Employment of Personnel with HIV Infection.~~

~~Employees who are HIV infected will continue their employment and regular assignments. If their health status interferes with performance of essential job functions, then employees have the right to reasonable accommodation. Current CDC Recommendations for Preventing Transmission of HIV in the Workplace are to be followed.~~

~~b. Information about HIV Aids, Other Chronic Infectious Diseases and Communicable Diseases for School Personnel~~

~~(1) In-service training will be provided to all personnel, drawing on School District and community public health resources. Information will include School District policies, etiology of diseases, transmission of diseases, universal precautions, prevention, risk reduction, and community resources for information and referral. Periodic updates will be provided through in-service or memoranda.~~

~~(2) In accordance with federal and state data privacy requirements, educators will be notified about students with chronic infectious diseases only as it is necessary to provide an appropriate education for students.~~

~~5. Curriculum and Instruction~~

~~a. Sexual Health and Responsibility~~

~~(1) Early Childhood and Elementary: Students in early childhood, primary, and intermediate grades will receive instruction in sexual health and responsibility, including age appropriate information about anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; and information about sexually transmitted diseases, including HIV infection, in answer to questions and concerns.~~

~~(2) High School, Middle School, and Adult Learners: Middle school, senior high, and adult learners will receive instruction in sexual health and responsibility, including information on anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; respect for the choices of individuals; and specific information about sexually transmitted diseases, including~~

~~AIDS, and including prevention, risk reduction, and access to community resources. Programs will be planned and implemented in coordination with community resources.~~

~~b. Chemical Health and Responsibility. Learners of all ages will have specific instruction about the risks of chronic infectious diseases such as HIV infection and Hepatitis B incorporated into the chemical health and responsibility curriculum. Also, the effects of chemical use on decisions and behavior related to the risk of HIV transmission will be addressed.~~

~~c. Equity Education. Learners of all ages will review concepts of the rights of individuals, including data privacy rights, tolerance of differences in lifestyle, and how fear and lack of information can lead to prejudice or other forms of minimizing the rights of individuals. AIDS and other chronic infectious diseases will be included.~~

6. Students

a. Student Health and Welfare

~~(1) Communicable or Chronic Infectious Disease. A procedure for minimizing interruptions to learning from communicable or chronic infectious diseases will be established by the school nurse in consultation with school administrators, and community public and private health care providers.~~

~~(2) Enrollment and Attendance of Students with HIV Infection. Any student who is HIV infected will continue his/her education in the regular classroom setting unless health status interferes with performance. Determinations for special precautions and needs will be made on a case-by-case basis in consultation with the person's physician, community health agency, and/or the Minnesota Department of Health. The most current MDH Guidelines for School Placement for Children and Adolescents with HIV Infections are adopted.~~

~~(3) Early Childhood Education and Day Care Settings for Young Children Infected with HIV. In accordance with the Minnesota Department of Health Guidelines for Children in Day Care Settings, children who are known to have HIV infection and do not pose a potential increased risk of transmission shall be allowed to attend day care and early childhood programs in an unrestricted manner. HIV infected children who pose a potential increased risk of exposing others to blood should be evaluated for attendance on a case-by-case basis by public health authorities and clinicians involved in the child's care. In addition, assessment of the risk to the immune-suppressed child of developing severe complications or infections should be assessed by the child's physician. Determinations for special precautions and needs will be made on a case-by-case basis and reviewed periodically as the child's development and self-care skills change. Due to the frequent and easy transmission of all germs in the day care setting, environmental precautions for handling body fluids will be carefully implemented.~~

~~(4) Students with Special Health Problems. Procedures to minimize the interference of acute and chronic health problems with learning will be established. These procedures will address identification of health problems and the impact on learning and growing, development and implementation of an individualized health plan, and communication with the primary health care provider.~~

~~7. **School Community Relations**~~

~~a. A School Health/Human Services Advisory Committee. A committee or task force will be established to review the district AIDS-related curricula and policies on a regular basis. Sexual and chemical health curricula will be reviewed to ensure appropriate content, support effective instruction strategies, and offer community expertise to teachers and school nurses.~~

~~b. Community Network. Staff will collaborate with public and private organizations involved in AIDS prevention to facilitate effective program development and ensure access to needed health and social services.~~

~~8. **Relationship to Other Education Agencies**~~

~~Cooperation and coordination between other school districts and ECSUs will be encouraged when designing and implementing an AIDS prevention and risk reduction program.~~

Adopted: ~~07-17-1990~~ ISD 709

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

~~5130 COMMUNICABLE DISEASES AND HANDLING BODY FLUIDS~~

~~The School District policy regarding reportable communicable disease shall follow Minnesota State Statute 4605.700 through 4735.030, effective June 3, 1985. Non-reportable diseases will follow the Minnesota Department of Public Health recommendations (MCAR 1.322—Minnesota School Health Guide). This policy applies, generally, to cases, suspected cases, and deaths from communicable diseases and syndromes, as well as reporting of disease and disease control. This policy is exclusive of HIV Infection (see Policy 4065).~~

~~Procedures for inclusion or exclusion from school of students with communicable disease will consider the educational implications for the student and others. Current recommendations from the St. Louis County Health Department, the Minnesota Department of Health, the Minnesota Department of Education, and the U. S. Public Health Centers for Disease Control shall be used as guidelines.~~

~~Each school shall have readily available in the office the School District's Chart of Information on Communicable Diseases. This chart includes (1) the disease name, (2) symptoms, (3) time from exposure to illness, (4) school action and comments on communicability, and (5) source of infection and how it spreads.~~

~~Each school shall also have readily available the School District's Guidelines for Handling Body Fluids in School. These guidelines are intended to provide simple and effective precautions against transmission of disease for all persons potentially exposed to the blood or body fluids of any student.~~

~~A copy of the above mentioned charts and guidelines are available to any interested person simply by contacting the principal or administrator of any school in the School District.~~

~~Adopted: 06-10-1986 ISD-709~~

~~Revised: 07-17-1990~~

~~06-20-1995 ISD-709~~

Adopted: _____

MSBA/MASA Model Policy 403

Orig. 1995

Revised: _____

Rev. 2022

403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state, and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;

2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

- A. The forms of discipline that may be imposed by the school district include, but are not limited to:
 1. oral warning;
 2. written warning or reprimand;
 3. probation;
 4. disciplinary suspension, demotion or leave of absence with pay;
 5. disciplinary suspension, demotion or leave of absence without pay; and
 6. dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

- A. When any form of discipline is imposed, the employee’s supervisor will:
 - 1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
 - 2. Provide directives to the employee to correct the conduct or performance.
 - 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee’s personnel file.
 - 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
 - 5. Specify the expected level of performance or modification of conduct to be required from the employee.

- B. The school district retains the right to immediately discipline, terminate, or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

Legal References: Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

Cross References: None

507.5 SCHOOL RESOURCE OFFICERS

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)

First Reading: 06.18.24
Second Reading: 08.15.24
Adopted: 08.20.24

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MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

First Reading: 06.18.24

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.]

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enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.

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- 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.

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Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
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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~~

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment and promotional opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for employee with a disability.

The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. *Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.*
- F. Any person having a question regarding this policy should discuss it with the Executive Director of Human Resources and Operations, the Title IX Coordinator or the Section 504 Coordinator.

*Title IX Coordinator:
Anthony Bonds, Assistant Superintendent
ISD 709
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org*

Section 504 Coordinator:
Anthony Bonds, Assistant Superintendent
ISD 709
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

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

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

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran’s Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010
First Reading: 10-16-2018
Second Reading: 11-20-2018
Adopted: 11-20-2018
First Reading: 07-16-2019
Second Reading: 08-20-2019
Reviewed: 08-20-2024

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The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
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- D. Every school district employee shall be responsible for following this policy.
- E. [Refer to District Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the ~~Senior Human Resource Manager in Human Resources~~ **Executive Director of Human Resources and Operations**, the Title IX Coordinator or the Section 504 Coordinator.

Title IX Coordinator:
~~Jeffrey Horton~~ **Anthony Bonds**, Assistant Superintendent
ISD 709, ~~HOCHS Room 203~~
~~215 N 1st Ave E District Services Center~~
~~709 Portia Johnson Dr.~~
Duluth, MN ~~55802~~ 55811
218-336-8739
~~jeffrey.horton@isd709.org~~ anthony.bonds@isd709.org

Section 504 Coordinator:

~~Jeffrey Horton~~ Anthony Bonds, Assistant Superintendent

ISD 709, ~~HOCHS Room 203~~

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Replacing: Policy 4010
First Reading: 10-16-2018
Second Reading: 11-20-2018
Adopted: 11-20-2018
First Reading: 07-16-2019
Second Reading: 08-20-2019
Reviewed:

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Replacing: Policy 4010
First Reading: 10-16-2018
Second Reading: 11-20-2018
Adopted: 11-20-2018
First Reading: 07-16-2019
Second Reading: 08-20-2019

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: 04.26.22
Second Reading: 05.03.22
Adopted: 05.17.22
Reviewed: 08.20.24

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: ~~April 26, 2022~~ 04.26.22
Second Reading: ~~May 17, 2022~~ 05.03.22
Adopted: 05.17.22
Reviewed:

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school must pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

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

IV. STUDENTS WITH DISABILITIES

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

V. APPLICATION OF GENERAL POLICY

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

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

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

First Reading: 06-21-2016
Adopted: 07-19-2016
Revised: 11-21-2023
Revised: 08-20-2024

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school ~~shall~~ **must** pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

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

IV. STUDENTS WITH DISABILITIES

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

V. APPLICATION OF GENERAL POLICY

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

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

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

First Reading: 06-21-2016
Adopted: 07-19-2016
Revised: 11-21-2023
Revised:

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

- b. MTAS participation decisions must not be made on the following factors:
 - (1) Student's disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
- 3. Alternate ACCESS participation decisions must not be made on the following factors:

- a. Student’s disability category;
- b. Participation in a separate, specialized curriculum;
- c. Current level of English language proficiency;
- d. The expectation that the student will receive a low score on the ACCESS for ELs;
- e. Language, social, cultural, or economic differences;
- f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com/policies-and-procedures.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 4 of the current “Procedures Manual for the Minnesota Assessments” and Guidelines for Administration of Accommodations and Linguistic Supports.

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness)
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Stat. § 125A.08 (Individualized Education Programs)
 Minn. Rules Parts 3501.0660 (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.0960 (Academic Standards in Science)
 Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)

Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

First Reading: 05.17.22
Second Reading: 06.07.22
Adopted: 06.21.22
Reviewed: 08.20.24

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

- b. MTAS participation decisions must not be made on the following factors:
 - (1) Student’s disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student’s disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student’s ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
- 3. Alternate ACCESS participation decisions must not be made on the following factors:

- a. Student’s disability category;
- b. Participation in a separate, specialized curriculum;
- c. Current level of English language proficiency;
- d. The expectation that the student will receive a low score on the ACCESS for ELs;
- e. Language, social, cultural, or economic differences;
- f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com/policies-and-procedures.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and ~~2020-21~~ Guidelines for Administration of Accommodations and Linguistic Supports <http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm-2020-21.pdf>

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness ~~the World’s Best Workforce~~)
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Stat. § 125A.08 (Individualized Education Programs)
 Minn. Rules Parts 3501.06~~6040-3501.0655~~ (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.09~~6055~~(Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

First Reading: 05.17.22 ~~May 3, 2022~~
Second Reading: 06.07.22 ~~June 21, 2022~~
Adopted: 06.21.22
Reviewed:

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIRED ACADEMIC STANDARDS

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

IV. PARENTAL CURRICULUM REVIEW

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

V. CPR AND AED INSTRUCTION

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

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

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

VI. COLLEGE AND CAREER PLANNING

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

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

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

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

Replacing: Policies 6041, 6125, & 6130
First Reading: 02.29.2024
Second Reading: 03.19.2024
Adopted: 03.19.2024
Reviewed: 08.20.2024

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIRED ACADEMIC STANDARDS

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

[NOTE: Line 6. regarding locally developed health academic standard continues to be in effect. The 2024 Minnesota legislature enacted a change in health standards from local to state determination, as noted in Model Policy 613. It will likely take eighteen months or more for a state health standard to be finalized. Until that time, school districts should maintain their locally developed health academic standards. MSBA will alert school districts to update line 6. when the state standards are finalized.]

IV. PARENTAL CURRICULUM REVIEW

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

V. CPR AND AED INSTRUCTION

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

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

VI. COLLEGE AND CAREER PLANNING

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

courses and applied and experiential learning opportunities into strong academic content;

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

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120B.20 (Parental Curriculum Review)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.022 (Elective Standards)
Minn. Stat. § 120B.023 (Benchmarks)
Minn. Stat. § 120B.101 (Curriculum)
Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to

Postsecondary Education and Employment; Personal Learning Plans)
~~Minn. Stat. § 120B.20 (Parental Curriculum Review)~~
~~Minn. Stat. § 120B.021 (Required Academic Standards)~~
~~Minn. Stat. § 120B.022 (Elective Standards)~~
~~Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)~~
Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)
Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

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

Replacing: Policies 6041, 6125, & 6130
First Reading: 02.29.2024
Second Reading: 03.19.2024
Adopted: 03.19.2024
Reviewed:

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment;
 - 3. is regarded as having such an impairment; or
 - 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.

[NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363!03, subdivision 12]

- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
709 Portia Johnson Dr.
Duluth, MN 55812
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination

Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn Stat. § 363A.03, Subd.12 (Definitions)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 09-17-2019
10-20-2020
First Reading: 02-28-2023
Second Reading: 03-21-2023
Adopted: 03-21-2023
Revised: 08-20-2024

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 2. has a record of such an impairment; ~~or~~
 3. is regarded as having such an impairment; ~~or~~
 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
- [NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363! .03, subdivision 12]
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination

Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: **Minn Stat. § 363A.03, Subd.12 (Definitions)**
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29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
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Adopted: 12-20-2016
Revised: 09-17-2019
10-20-2020
First Reading: 02-28-2023
Second Reading: 03-21-2023
Adopted: 03-21-2023
Revised:

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, August 15, 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. Strategic Plan Alignment

1) Improving Systems

a. **HSE Radon Testing Results**

2

b. **Facilities Usage**

18

c. **Before And After Facilities Projects**

28

d. **School Resource Officers (SRO) Update**

55

e. **Strategic Plan Progress Monitoring Calendar Update**

147

2) Supporting Every Student

a. **2024-2025 Planning Highlights**

148

B. Budget Update

1) **Business Services Update for 2024-2025 School Year**

149

C. Other

1) Summary of Superintendent Magas' Evaluation

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: 8/15/2024

Topic: School Radon Testing Results

Presenter(s): Lexie Neff

Attachment (yes): Slideshow

Brief Summary of Presentation or Topic (no more than a few sentences): This presentation is informational only, about the radon testing results completed last school year. All schools were tested and all test results passed.

This Requires School Board Approval Yes No (informational only)

Radon Testing 2024

Presented by Lexie Neff, CSP

ISD 709 Health, Safety, and Environmental Coordinator

What is Radon?

Radon is an odorless, colorless, tasteless gas that is naturally occurring.

Radon is created when uranium in rocks breaks down.

Radon is radioactive

Why Do We Care About Radon?

The radioactive radon gas is inhaled and can cause lung cancer if there is prolonged exposure.

Radon exposure is the second leading cause of lung cancer (behind smoking).

Not everyone exposed to radon will develop lung cancer. There are a number of factors that determine the health risk, including individual differences, exposure dose, and exposure time.

The highest chance for exposure is at home, but school is the second highest chance for exposure for school age children.

Radon Testing Procedures

Schools are not required to test for radon, but the Minnesota Department of Health (MDH) encourages testing.

Districts that choose to test must follow the MDH “Radon Testing Plan” with testing conducted by licensed individuals.

ISD 709 tests for radon every 5 years.

IEA, Inc was hired to perform radon testing in FY24.

Results are required to be presented to the school board and to MDH.

MDH Radon Result Requirements

RESULTS (pCi/L)	RECOMMENDED ACTION
LESS THAN 4	Re-test after changes to foundation or HVAC and every 5 years
GREATER THAN 4	Conduct CRM short-term testing during winter months
LESS THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Repeat CRM testing if not conducted during winter or if conducted during abnormal ventilation. Otherwise consider re-testing after changes to foundation or HVAC and every 5 years
GREATER THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Reduce radon in rooms to less than 4 through radon mitigation. Conduct CRM testing to verify radon reduction.

CRM: Continuous Radon Monitor

Pico = 0.000 000 000 001

2024 Radon Testing Results

All schools had passing radon testing results below the MDH action level of 4.0 pCi/L (picocuries per liter) (Pico = 0.000 000 000 001)

The initial round of short-term testing showed two rooms that needed follow up continuous radon monitoring (CRM) testing. The follow up testing was well below the 4.0 pCi/L action level.

Congdon Park Elementary rm 126B (small staff workroom) - CRM 1.2 pCi/L

Lincoln Park Middle School rm 1532 (small calming room) - CRM 2.4 pCi/L

Building Specific Testing Results

Congdon Park Elementary School

Short-Term Monitoring

TABLE 11: CONGDON PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	40	5	0	1 ¹

¹ Room 126B – 5.0 pCi/L

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	126B	¹ 0.2	² 5.1	¹ 1.7	² 5.9	¹ 1.2

¹ Readings during occupied times: 7 a.m. to 5 p.m.
² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.

Building Specific Testing Results (Continued)

Lincoln Park Middle School

Short-Term Monitoring

TABLE 8: LINCOLN PARK MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	81	9	0	1 ¹
¹ Room 1532 – 4.1 pCi/L				

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 2.0	² 6.5	¹ 2.9	² 6.5	¹ 2.4	² 6.5
1532						
¹ Readings during occupied times: 7 a.m. to 5 p.m. ² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.						

Building Specific Testing Results (Continued)

Denfeld High School

TABLE 2: DENFELD HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	123	1	0	0 ¹
¹ All below action level				

East High School

TABLE 14: DULUTH EAST HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	126	0	0	0 ¹
¹ All below action level				1307

Building Specific Testing Results (Continued)

Ordean East Middle School

TABLE 5: ORDEAN EAST MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	1	0	0 ¹
¹ All below action level				

Rockridge Academy

TABLE 7: ROCKRIDGE ACADEMY RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	50	1	0	0 ¹
¹ All below action level				1308

Building Specific Testing Results (Continued)

Homecroft Elementary School

TABLE 9: HOMECROFT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	35	0	1	0 ¹
¹ All below action level				

Lakewood Elementary School

TABLE 3: LAKEWOOD ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	38	0	0	0 ¹
¹ All below action level				

Building Specific Testing Results (Continued)

Laura MacArthur Elementary School

TABLE 1: LAURA MACARTHUR ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	55	0	0	0 ¹
¹ All below action level				

Lester Park Elementary School

TABLE 10: LESTER PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	45	0	0	0 ¹
¹ All below action level				1530

Building Specific Testing Results (Continued)

Lowell Elementary School

TABLE 4: LOWELL ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	0	0	0 ¹
¹ All below action level				

Myers-Wilkins Elementary School

TABLE 6: MYERS-WILKINS ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	41	0	0	0 ¹
¹ All below action level				1551

Building Specific Testing Results (Continued)

Piedmont Elementary School

TABLE 12: PIEDMONT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	57	0	0	0 ¹
¹ All below action level				

Stowe Elementary School

TABLE 13: STOWE ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	63	0	0	0 ¹
¹ All below action level				1362

Thank you!

COW Agenda Cover Sheet

Meeting Date: 8/15/2024

Topic: Facility Use Fees

Presenter(s): Danielle Sunday and Jeremy
Rupp

Attachment (yes): Yes, printed PowerPoint.

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

This Requires School Board Approval Yes No

Returning to a tabled conversation about implementing new facility fees and the system we will be using going forward after approval from the board.



Building bridges through lifelong learning

Facility Use Fee Implementation Plan

For school board approval

Facility Use Fee Objective

Designed carefully so that the district's maintenance and operations are being supported financially, while making sure the costs are not prohibitive for community users.

- Fees have been updated to reflect the change in priority classifications for community and district groups.
- The fee schedule has also been expanded to better include all the space options available, including the division of secondary and elementary schools.

Considerations for an Equitable System

- All community groups will be subject to fees.
- Community youth organizations have been reclassified as Class II receiving the lowest fees and higher priority to other community groups.
- A Fee Waiver has been developed for groups unable to afford the fees. A group can fill out an application and submit it to the Facility Use Coordinator who will grant the exemption in full or at a discounted rate.
- For groups with considerable use, discounts will be given to relieve the burden of extensive costs.

Facility Use Fee Exemption

Application

- Groups will provide reason for exemption with supporting information like fees charged to participants and budget restrictions.
- Acceptable Reasons for Fee Exemption or Discount:
 - Not charging participants an activity fee
 - Groups are operating at a budget of less than \$25 per participant
 - Budget cannot accommodate a facility fee due to being set prior to facility fee implementation (Only applicable for the 2024-2025 school year)

Considerable Use Discounts

- 100+ hours reserved space, 15% discount
- 500+ hours reserved space, 25% discount
- Over 1000+ hours reserved space, 50% discount

*Does not apply to staffing fees, only the facility fees

Examples from School Year 23-24

East Basketball Association - 648 hours of use

418 hours at secondary schools, 230 hours at elementary schools

With proposed rates, that would amount to \$7,420 of fees. Based on the proposed discount, that would be brought down to \$5,565.

Rookie Basketball - 287.75 hours of use

82 hours at secondary schools, 205.75 at elementary schools

With proposed rates, that would amount to \$2,258.75 of fees. Based on the proposed discount, that would be brought down to \$1,919.94.

Facility Use Fee Schedule



	Priority Classifications			
	CLASS I	CLASS II	CLASS III	CLASS IV
	District Use	Duluth Youth Organizations, Governmental, Municipally, Local Colleges and Universities	Tournaments, Non-Profits, Non-Duluth Youth Organizations	Commercial Groups
Elementary School Spaces	No Charge			
Cafeteria		\$5.00	\$15.00	\$25.00
Classroom		\$5.00	\$10.00	\$20.00
Special Use Classroom (Art, Music, Fitness)		\$5.00	\$15.00	\$30.00
Field		\$0.00	\$0.00	\$50.00
Gym		\$5.00	\$15.00	\$30.00
Media Center		\$5.00	\$15.00	\$25.00
Kitchen*		\$20.00	\$30.00	\$50.00
Parking Lot		\$0.00	\$0.00	\$50.00
Playground		\$0.00	\$0.00	\$50.00
Secondary School Spaces	No Charge			
Cafeteria/Commons		\$10.00	\$20.00	\$30.00
Classroom		\$5.00	\$10.00	\$20.00
Special Use Classroom (Art, Music, Fitness)		\$5.00	\$15.00	\$30.00
Gym		\$15.00	\$30.00	\$75.00
Locker Rooms		\$5.00	\$15.00	\$30.00
Media Center		\$5.00	\$15.00	\$25.00
Kitchen*		\$20.00	\$30.00	\$50.00
Parking Lot		\$0.00	\$0.00	\$50.00

Stadiums* (Marv Heikkinen Field at Denfeld HS, Ordean Stadium at East HS)	No Charge			
Full Use Stadium		\$150.00	\$150.00	\$175.00
Only Field Use		\$35.00	\$35.00	\$70.00
<i>Scoreboard</i>		\$25.00 / day		
<i>Lights</i>		\$25.00 / day		
<i>Sound System</i>		\$25.00 / day		
<i>Team Rooms</i>		\$25.00 / day		
<i>Washrooms</i>		\$50.00 / day		
		\$50.00 / day		
Fields*	No Charge			
OEMS and LPMS Turf		\$20.00	\$35.00	\$50
Laura MacArthur Tennis Courts		\$10.00	\$15.00	\$35
Duluth East HS Baseball Field		\$50.00	\$50.00	\$70.00
		Summer Season Rental: \$750		
Auditoriums*	No Charge			
Denfeld HS		\$15.00	\$120.00	\$300.00
East HS		\$15.00	\$115.00	\$280.00
Ordean MS		\$15.00	\$60.00	\$150.00
Lincoln Park MS		\$15.00	\$60.00	\$150.00
<i>Microphones</i>		\$20.00 / day		
<i>Spot lights</i>		\$30.00		
<i>Organ</i>		\$60.00		
<i>Computer Projector</i>		\$20.00 / day		
<i>Orchestra Shell</i>		\$100 / day		
<i>Choral Risers</i>		\$50.00 / day		
<i>Grand Piano</i>		\$150 / day (included tuning)		
Pools*	No Charge			
OEMS and LPMS		\$25.00	\$50.00	\$75.00
<i>Scoring Table and Clock - Flat Rate</i>		\$10.00	\$20.00	\$35.00

Personnel Fees		
	Mon - Sat	Sundays/ Holidays
Custodial Services	\$45.00	\$55.00
Food Services	\$25.00	\$30.00
Computer Tech	\$25.00	\$30.00
Auditorium Site Manager	\$35.00	\$45.00
Auditorium Tech	\$50.00	\$60.00
Stage Hand	\$20.00	\$30.00
Lifeguard	\$15.00	\$20.00
Gate Attendant (multi-purpose fields)	\$50.00 flat	\$50.00 flat
Site Manager (other than auditorium and baseball field)	\$25.00	\$35.00
Baseball Field Site Manager (site management and field maintenance)	\$75.00 per game	
Electrician (if needed/auditorium)	\$300.00 flat	\$360.00 flat

For a full description of all procedures and requirements, see the Facility Use Guide.

Facility Use Fee Waiver

Our district is committed to ensuring equal access for all community groups, regardless of financial constraints. Therefore, we offer a fee waiver program for groups who are unable to pay the standard facility use fees. To apply for the fee waiver, groups must submit the fee waiver found on our Facility Use website outlining their financial need and the purpose of their facility use. We believe that every group deserves the opportunity to access our facility and contribute to the vibrancy of our community. By offering this fee waiver program, we hope to create a more inclusive and supportive environment for all.

Questions can be sent to facilitiesrequest@isd709.org.

Facility Use Exemption Waiver Application

Name of Organization/Applicant: _____

Contact Person: _____

Phone: _____ Email: _____

Address: _____

Facility Information:

Name of Facility Requested: _____

Space Requested (i.e. Gym, Classroom, Cafeteria): _____

Purpose of Facility Use:

Date(s) Requested: _____ Time(s) Requested: _____

Description of Event/Activity - Briefly describe the event or activity for which you are requesting the facility.

Reason for Exemption - Explain why you are seeking an exemption from any fees or requirements for facility use. Include any relevant policies or regulations that support your request. Also include any fees charged to participants and how those funds are used.

How will this event/activity benefit the community or the facility? Describe the positive impact or benefits this event/activity will bring to the community or the facility.

Acknowledgment and Agreement:

By signing this application, I acknowledge that:

- The information provided is accurate to the best of my knowledge.
- I understand that approval of this waiver is at the discretion of facility management.
- I agree to comply with all applicable policies and regulations during the event/activity.

Signature: _____ Date: _____

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: Before and After Facilities Projects

Presenter(s): Bryan Brown

Attachment (yes): Yes

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

Update of Facility Projects going on District Wide

This Requires School Board Approval Yes No

DULUTH PUBLIC SCHOOLS

Before and After Facilities Projects

Lester Park - Sidewalk Before



Lester Park - Sidewalk After



Myers Wilkins - Curb and Drainage Before



Myers Wilkins - Curb and Drainage After



Ordean East - Sidewalk Before



Ordean East - Sidewalk After



Ordean East - Sidewalk and Entrance After



Rockridge - Sidewalk Before



Rockridge - Sidewalk After



Stowe - Front Entrance and Sidewalk Before



Stowe - Front Entrance and Sidewalk Before



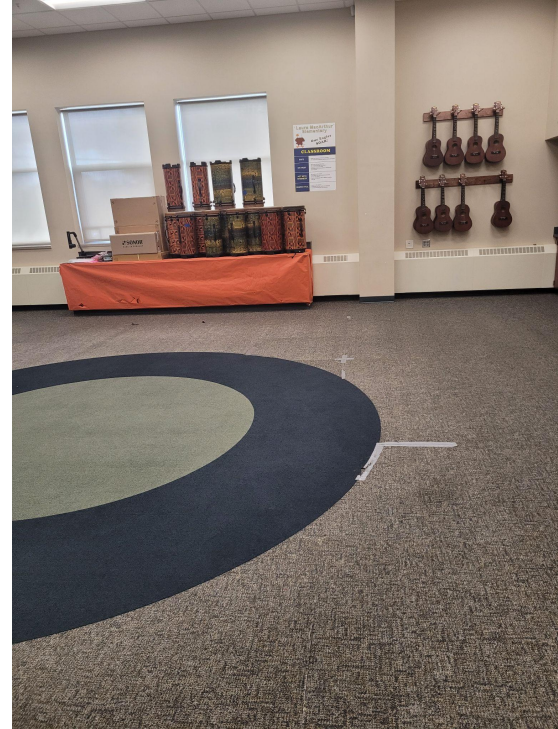
Stowe - Front Entrance and Sidewalk After



Stowe - Front Entrance and Sidewalk After



Laura Mac - Carpeting in classroom Before



Laura Mac - Carpeting in classroom After



Laura Mac - Flooring in classroom After



Homecroft - Parking Lot Before



Homecroft - Parking Lot Before



Homecroft - Parking Lot in Progress



Homecroft - Parking Lot in Progress



Lincoln Park - Pool Before



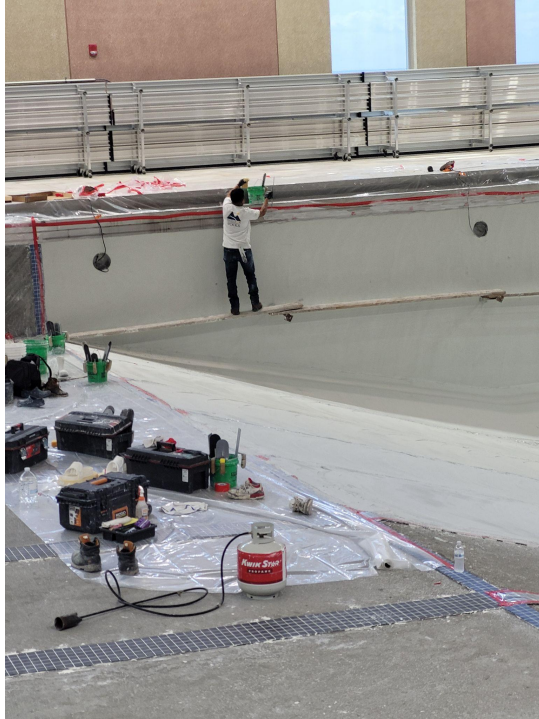
Lincoln Park - Pool in Progress



Lincoln Park - Pool in Progress



Lincoln Park - Pool in Progress



Lincoln Park - Pool Filters



COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: SRO Update

Presenter(s): Assistant Superintendent Anthony Bonds

Attachment (yes): Yes

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

This will be an update on the SRO Survey Data and Program Overview

This Requires School Board Approval Yes No

2024 School Resource Officer Survey

The School Resource Officer Survey was sent to students at Ordean East Middle School, Lincoln Park Middle School, East High School and Denfeld High School. Each school was given a window of time to offer students time to fill out the survey, which students were able to take on a voluntary basis.

It was also sent to parents/guardians from these four schools as well. Multiple reminders were sent to students and families and they were asked to fill out the survey even if they didn't know their school resource officer or haven't had contact with them.

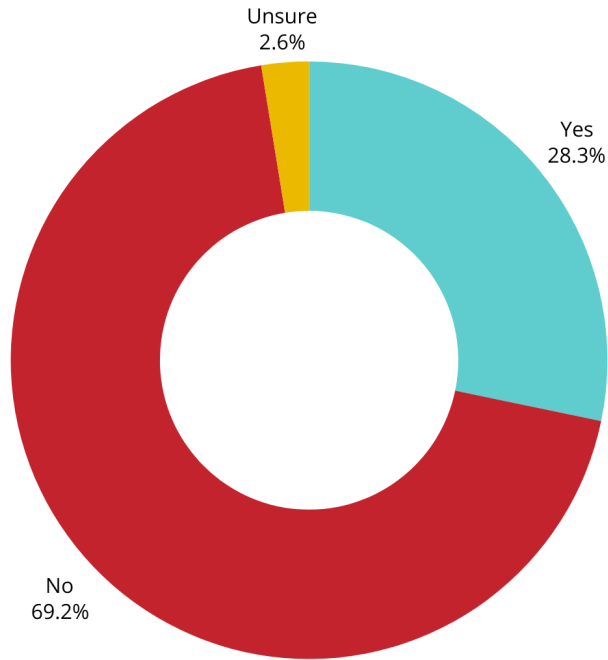
Responses and Demographics:

- **1,548 total responses**
- **468 Family Responses**
 - **By School**
 - 75 with a student at Denfeld (14%)
 - 222 with a student at East (41%)
 - 67 with a student at Lincoln Park (13%)
 - 172 with a student at Ordean East (32%)
 - **By Grade**
 - 105 with a student in 6th grade
 - 64 with a student in 7th grade
 - 95 with a student in 8th grade
 - 90 with a student in 9th grade
 - 105 with a student in 10th grade
 - 85 with a student in 11th grade
 - 73 with a student in 12th grade
 - **By Race/Ethnicity**
 - 2 identify as American Indian or Alaskan Native (0.43%)
 - 6 identify as Asian (1.28%)
 - 10 identify as Black (2.14%)
 - 6 identify as Hispanic or Lantino/a (1.28%)
 - 19 identify as Two or More Races (4.06%)
 - 341 identify as White (72.86%)
 - 80 Preferred Not to Answer (17.09%)
 - 4 identify as other (0.86%)
 - **By Gender**
 - 249 identify as Female
 - 159 identify as Male
 - 2 identify as Non-Binary
 - 1 identify as Other
 - 57 Preferred Not to Answer
- **1,080 Student Responses**
 - **By School**
 - 191 from Denfeld (17.7%)
 - 79 from East (7.4%)

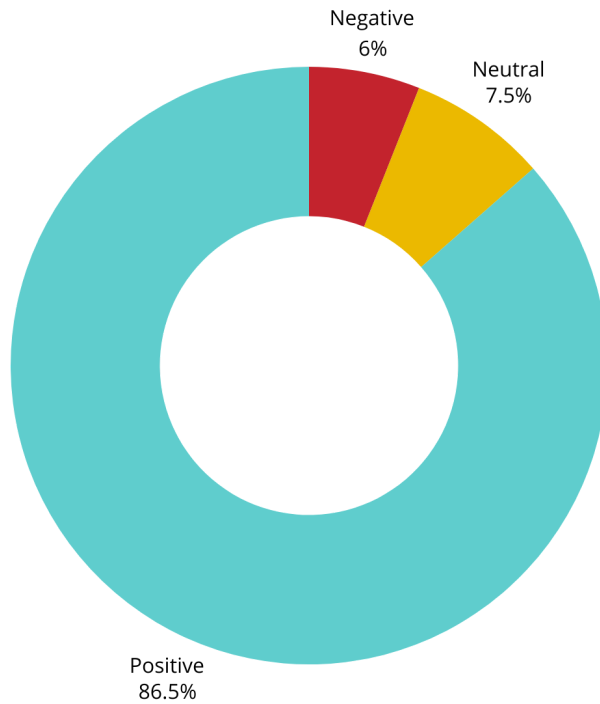
- 159 from Lincoln Park (14.7%)
 - 650 from Ordean East (60.2%)
- **By Grade**
 - 401 in 6th Grade
 - 231 in 7th Grade
 - 175 in 8th Grade
 - 68 in 9th Grade
 - 84 in 10th Grade
 - 61 in 11th Grade
 - 60 in 12th Grade
- **By Race/Ethnicity**
 - 30 identify as American Indian or Alaskan Native (2.8%)
 - 26 identify as Asian (2.4%)
 - 33 identify as Black (3%)
 - 11 identify as Hispanic or Lantino/a (1%)
 - 5 identify as Native Hawaiian or Other Pacific Islander (0.5%)
 - 74 identify as Two or More Races (6.9%)
 - 803 identify as White (74.4%)
 - 86 Preferred Not to Answer (8%)
 - 12 identify as other (1%)
- **By Gender**
 - 522 identify as Female
 - 468 identify as Male
 - 27 identify as Non-Binary
 - 15 identify as Other
 - 48 Preferred Not to Answer

Family Responses

Have you ever had an interaction with the school resource officer at your child's school?



How did you view the interaction?



Comments:

Although I have not had to interact with one because of my child's situation, I see their presence at events such as the start of school orientations and a while ago, I went to a presentation about cell phones that the officer gave.

Always kind and friendly. Very approachable.

Awesome job!

Family orientated, firm but fair

Falsely accused my son of a crime

Great guys! Huge resource.

Have had good conversations with them at school events, sporting events, etc.

Haven't had the need. But definitely want them there!

He helped us find where we were supposed to go and seemed very friendly

He lied multiple times to my family and was rude in tone and mannerisms.

He was egotistical and threatening.

He was great

He was great. Seemed to have a great rapport with the kids

He was very helpful and supportive while talking to me. He was an asset and I respect him.

I am a teacher and have had my children in my classroom. I see the SROs as a vital part of our school systems.

I attempted to contact this officer but received no reply.

I don't feel he took the issue seriously

I have known Officer Stauber for many years, and know he has a good relationship with many students.

I have never seen one at my kids' school.

I have occasionally seen the SRO in the am greeting kids, and I know both of my kids know who he is.

I know the SRO personally, and have nothing but positive things to say about him and the program.

I met him at the back to school open house.

I support officers in the school and believe their presence is a plus

I think the resource officer has just the right level of communications. Friendly enough to feel comfortable with a conversation, yet postured in a way, as if to say, I have important duties.

It was completely and totally a negative experience. Officer _____ was rude, careless and disrespectful in his treatment of my son. He did not listen to my thoughts, concerns or issues.

It was just a friendly conversation.

Just to say Hello and thank Him for his service.

Mostly positive; I think the school adults in charge of my daughter's IEP (reading) believe in her and hold her accountable. There could be more frequent communication regarding behaviors/achievements/areas in need of attention, but I'm working on opening those channels and good things take time.

My autistic child eloped from school and when I reached out for the school resource officers help he did not offer any and didn't seem to care at all

My child has commented on how positive her interactions are with Officer Hanna as well.

My child will be a incoming 6th grader.

My daughter is full-time PSEO at UMD. She's not at Denfeld very often.

My daughter's airpods were stolen and they were able to help her get them back. They give my daughter a piece of mind in these uncertain times.

My student has told me about her positive interactions with the SRO

Never talked to the person. My kid said he just is there and is present....shoud do more light interaction, engage lightly..

Officer _____ has yet to do anything about the assaults and bullying brought to his attention by my children and us

Officer Stauber is friendly and cares about the students.

Officer Stauber is great!

Officer Stauber is such a positive asset to East High School. He cares about the students and their well being. He's a wonderful teacher and source of security for them. We are very grateful he is there!!

Officer Stauber visited with me while I was volunteering and it was a very positive interaction.

Officer was greeting families at an Open House

Only positive interactions with the resource officer at school functions. He was working at night and long after school hours.

Smiles, greets kids and parents at door, makes himself available and kids seem to respect him and like his presence

The officer was very helpful and remained very calm

They have done an amazing job!

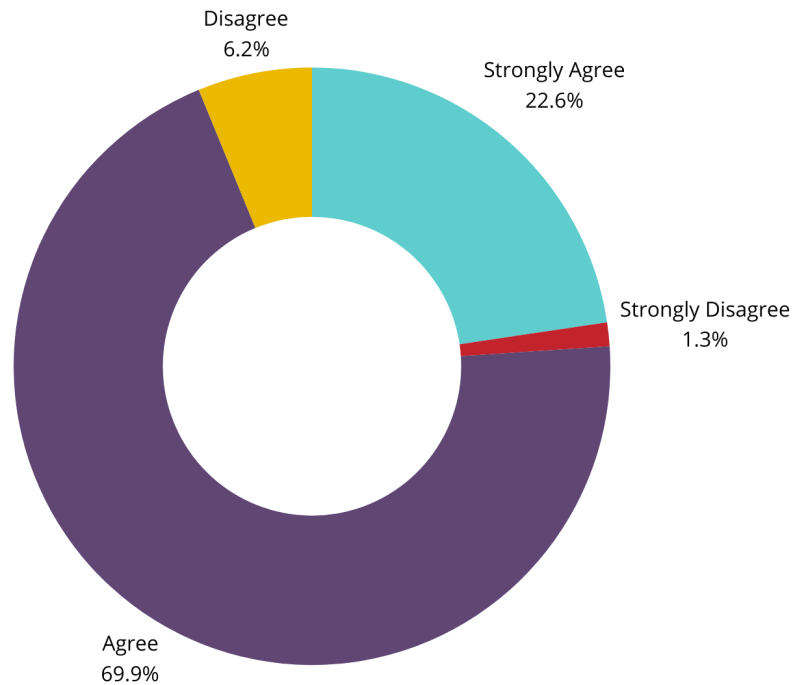
They were professional and I was happy to see Dad protective measures were in place.

Very friendly and supportive of my son and his school work. Has brought him out of his shell and had a very positive influence on him. I am very thankful for officer Hannah

Very positive interaction. Extremely professional individual

Very professional and approachable. Made me feel they truly have the safety and well being of my child at heart.

I feel my child's school is generally safe



Comments:

As long as there are armed adults to discourage active shooters.

Bathrooms are a place where students are exposed to second hand smoke from Marijuana and vaping. Instances of fights in bathrooms have occurred. How can this place become safer without denying students a basic necessity.

Biggest safety concern is repeat inappropriate or bullying behavior by students. Emotional safety concerns from bullying, general 'picking on', and the societal risk of school shootings/community violence.

Can't select a neutral option

Doors to school are unlocked and every time I've been there, access to the gym has been available. Once in the gym, you have access to students and the rest of the school.

Except for the bathrooms.

Have heard many stories from my children about physical fights, drug use and vaping at both Ordean East and East High. Have also heard of many instances of bullying , including racial slurs.

Have seen students running around swearing and generally causing disruption

I am unsure if this is "current day normal" of Middle School behavior (fights, level of aggression, general hormonal fluctuations playing their part) or the neighborhood. I've considered switching schools, and likely will due to home sales/purchases in the future. I've not heard of anything involving weaponry, so that is definitely a driving plus.

I appreciate how monitored the doorways are and that no one can get inside unless they go through the office. I feel that school staff is well-trained in lockdown scenarios.

I do feel like the Duluth Public schools are doing what they can to be safe but I do not feel that any school is truly safe based on the fact that schools everywhere across the United States are targets.

I feel school is safe from threats outside or inside having a resource officer

I hear about fights happening daily.

I say Agree rather than Strongly Agree, only because I typically see a overall lack of "community involvement" when it comes to teachers and staff enforcing common school etiquette and movement policies. This lack of involvement seems to lead to a chaotic feel during times in the hall & when using hall passes. While this is not in itself a safety issue, it is a starting point for the tone of safety & policy enforcement in the school when the smallest policies are not enforced, and would only help the resource officer if they were.

I think it is safe because of the school staff and students not the resource officer.

I think there is a lot of bullying and kids being targeted. the school community should be built day 1 in the school year and that should come before classes. we need mentors, tutors, leadership opportunities for students usually left out.

I, strongly, do not agree with the gender neutral changing rooms...it's wrong..

If you treat people like crimes, then you get what you pay for

My child does not feel comfortable using the restrooms.

My kids feel unsafe as the school staff ignores issues only to defer to more funding needed to address age old issues.

My kids have been hit, spit on, kicked, told to kill themselves, and the bullies are protected.

Nice to know, someone is present to defend our children at Ordean.

Racism is a big problem still its 2024 teach not only the students but the staff everyone is equal!!

Safe, because their are officers in the schools. KEEP THEM!

Safe? Kids smoke pot in the bathroom so much my son doesn't want to go in there. No adults anywhere. Maybe he won't get beat up or shot, but there was should be some effort to address these things.

Seems like there are quite a few altercations at Denfeld and having police at the school can help them end more quickly.

Some kids tend to get away with more than others. Not sure why the rules aren't enforced for all. That's an admin issue. Not the SRO.

Some teachers or all teachers need to be educated on how to interact with behavioral kids, keep hands off of kids, also they should never take things personal what kids say to them.

The school does a good job at dealing with safety issues.

The school is safer with a resource officer.

The SRO makes our family confident that the kids are safe. Considering that there was just a threat, we felt safe knowing that the SRO was on duty.

There are some tough kids at Lincoln but I trust all the counselors, deans and admin to keep my kid safe. Plus, as a teacher, I know there is an eye on most things.

There is blatant abuse of tobacco and drug use daily in the school. This is not a safe, conducive learning environment for any children.

There is security in knowing that there is extra protection and enforcement for staff and students on campus.

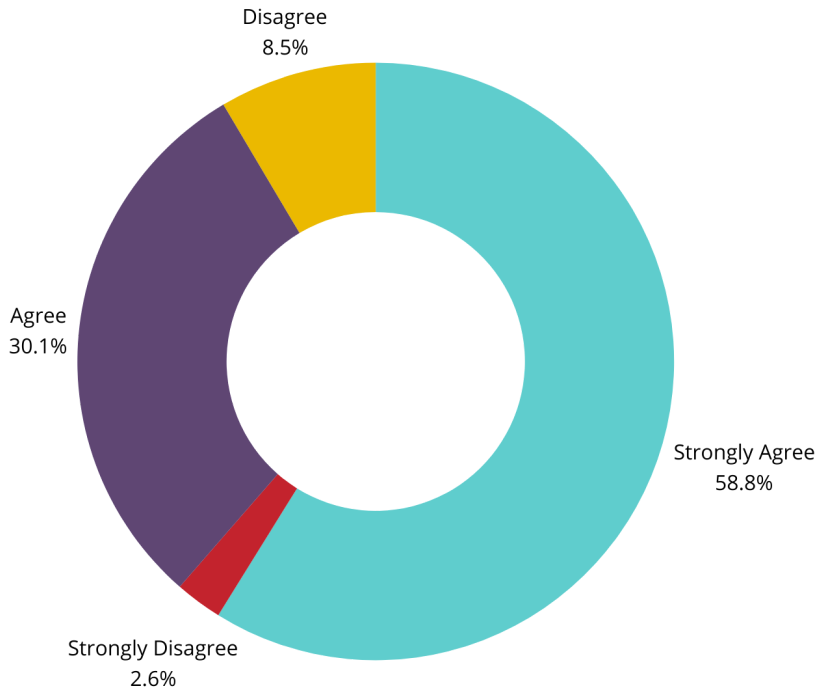
They avoid going to the bathroom at East. They are horrible.

This has nothing to do with the SRO but school leaderships' lack of effect discipline for students who don't act accordingly.

Threats seem to be dealt with expediently, however, when asked, my child doesn't know what the shooter response plan is.

We need more school resource officers at each school in this district.

Having a school resource officer makes the school a safer place.



Comments:

100% agree with the increased safety the school receives from having an SRO on site. I would support all schools within the district having an SRO.

Absolutely!

Agree*: What does the resource officer do? What resources are provided? If the resource officer is providing various resources to assist students and their families with higher rates of dysfunctional and/or violent behavior, then I'd say that's an excellent use of resources, and the resource officer, by extension.

An SRO not only serves as an external safeguard, but also an internal safeguard. Whether there's an active shooter threat, a student having a mental break, students fighting, or someone having an overdose, an SRO can step in. And when things are going well, the SRO can build a rapport with students and hopefully serve as a safety net to those students who don't have engaged parents. An SRO seems like a win to me. I truly hope you don't overlook common sense and go with vocal, irrational students, parents, or community members when making decisions about having an SRO.

Can address immediate threats. Know the kids and when something is off with one.

Do they make the school safer? Not necessarily yes or no... But their continuous presence could make students of color feel unsafe. It might be worth considering the bigger conversation here.

Due to our experiences, and they have all been negative, I feel that the resource office currently at East HS should be replaced by someone else.

from what I hear, they have their favorites . I don't agree with zero tolerance kicked out and prefer restorative practices that teach kids.

Get weapons out of our schools

Having more staff/adults in general makes schools safer, not specifically school resource officer. Lower student to staff ratio is more important than one resource officer.

Having officers on site at elementary schools leads to power issues. They should be available but not embedded.

He isn't around much in the general areas

I cannot agree more with this statement. The school resource officer knows the environment, knows the kids, the families and is immediately present for both students and staff if a situation arises. I also think it makes some think twice about their actions with an officer presence.

I don't know the stats on how many altercations or incidents that occur but I believe it's important to have a community officer on site to assist and respond immediately.

I don't know what one is, when they are there, so I don't know that it does or doesn't

I don't think it makes a difference

I don't think this resource officer makes any difference in his unprofessional manner. A resource officer would be a good asset if it was a person who could behave more professionally.

I feel like teachers with permits to carry should also be able to pack guns in school.

I haven't noticed a difference

I learned how a school RO spends their time, and how much of their time is following up on bullying, phones, pictures, etc that could ruin lives for all involved.

I think having someone there who is able to respond quickly to an incident, should there be one, could be helpful. However, I am not sure police make all children/people feel safe. In fact, they may make them feel unsafe and even threatened. Therefore it's hard to answer this question. I almost want a "neutral" option.

I would not be comfortable sending my children without one.

I would not feel safe having my kids at school without one.

I'm a white parent with a white child. Maybe there would be a scenario in which having the officer there would make my child safer. But honestly, I'm really not sure. For example, in the unlikely (statistically speaking) event of a mass shooter, having the officer on site might make a difference in the outcome. Maybe? But even that's not a given. But I do know that often children of color face disproportionate punishment in schools and I know that, in general, people of color face disproportionate use-of-force from law enforcement. So combining these two things, I really don't think children of color are safer with the officer present and those kids' safety matter just as much as my child's safety.

I'm not sure and I feel like it varies by individual.

I'm not sure that I agree or disagree with this questions, based largely on the fact that I don't know what the school resource officer does throughout the day to make their presence known and to have an impact. What my daughter has shared with s is that she doesn't see them doing anything - sitting around, looking at their phone, etc. I have no personal experience with them, and only know what has been shared by our daughter and conversations with other parents.

in general, if they are trained in anti-bias and understand teenage brain development

In this day and age, we NEED an officer on campus!

In todays world, we need an officer at each school.

Instant support for tough parents and dangerously dysregulated students.

It doesn't make the school safer if police aren't allowed to do their job. On the other hand it doesn't make the school safer if police run for cover and refuse to do their job. It takes a very special individual to do the job the right way. They need to be imbedded in the school and looked upon as a trusted and compassionate mentor but also strong and commanding when appropriate.

It is a great comfort seeing the squad car parked at my daughters' schools and seeing the officer interacting as part of the school community with the students, staff and parents.

It made me choose an answer, but I don't have enough information to form an educated opinion on this topic.

It makes me, as a parent, feel so much safer having a police officer there all of the time.

It's security theater. The only point of a cop in a school is to stop a school shooting. Short of that, what safety issue can they possibly address in a meaningful way?

Makes school less safe, especially for students of color. Sro's rely on carceral system, which students should not be subject to.

Me and my child have had zero interaction with the schools resource officer.

More counselors, social workers, less cops

My kids, who are responsible students, inform me that the resource officers role in the school is not clear and they would not turn to this officer for assistance should they need it. I attempted to contact this officer about a serious matter, calling multiple times and leaving a voicemail referencing some key details of the matter and received no response.

My son has told me how quickly he responds to incidents and how professionally and effectively he handles situations. Am very comfortable with my son attending the school because of this.

My son said he would feel safer if there was an officer on each floor for each grade.

Not applicable at this time.

Not really sure. Don't know what their role is or what they do.

Nothing ever gets done

Resource officers only make money for the police department, escalate situations, and step on the constitutional rights of children who do not know better

See above comment.

SRO adds very little to overall school safety. Solid policies, consistent behavior expectations, and staff/student/family investment in positive school culture makes school safest. In an emergency, staff are the front lines, not one SRO. An SRO that is equally invested in school culture can be an asset but an SRO who is a stern cop/outsider is not.

Take down the "Gun Free Zone" signs. Even if you don't have any teachers that want to carry or have a safe with a gun in it, advertise that they do..

The RSO's are very crucial to the safety of our school.

There is definitely a sense of security when seeing that they are at the front doors of the school where everyone is supposed to come and go

There is never a reason an armed person should be in a school as a trained officer.

There is no one in the building allowed to deal with real world violent behavior, except for the resource officer. The officer's presence is the number one safety factor for students and staff. School staff are no longer able to physically intervene in student, or public behavior that is unsafe. The resource officer can.

There needs to be more

We need more of them, more equals more safety.

When there was an incidence at the school a few years ago it made me thankful we had school resource officers!!

When they take a vacation or training day - we do not have coverage in the schools. This is unacceptable. The contract should be for coverage, the dates when the SRO is unable to be here - there should be a sub provided!

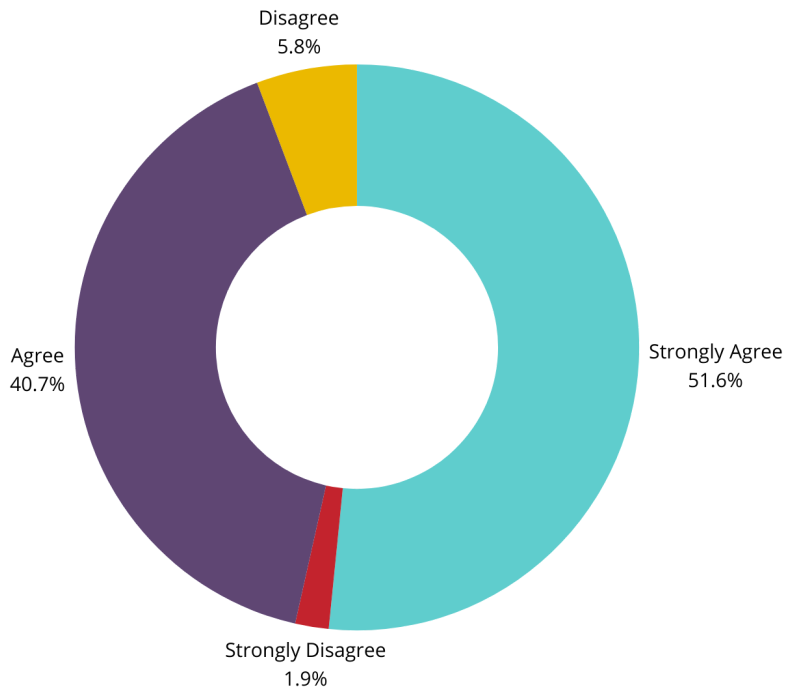
Why does the men's room always smell like weed?

Wish we had more!

With all the violence we've seen police commit in the last few years, combined with many of them believing that violence is justified, I do not feel having a police officer in my kids' school makes them safer.

Yes, it is very important to have police officers in the schools. The officers can also build relationships with students.

I feel comfortable talking to my child's school resource officer.



Comments:

Absolutely!

Again, don't know who, what, why

All SROs that I have dealt with have been extremely courteous, friendly, and professional.

Anything you say can and will be used against you

Depends on who the officer is. Not all are of the same quality.

Don't know what I would talk to them about, but I would have no issue talking with them if needed.

Don't know who it is

Have not talked to the office. I do know how important they are to have.

Haven't had need, but if my student was in trouble with illegal activities, or victim to them, I would be open to it.

He was very approachable

He was very cold and dry when I was frantically upset about my child

He's lazy

I can talk to Officer _____ comfortably but I do not feel that my thoughts and concerns are being heard in the least bit.

I do not know

I don't know who it is but would talk to them if I needed to.

I don't talk to cops, and I encourage my child to do the same

I have never met the individual though I would feel comfortable speaking to them.

I have never spoken to them but I feel like I would be comfortable doing so.

I have not had any interaction, but I assume it would be positive.

I have spoken to the officer(s) before and they seem very personable.

I haven't but if I needed to I wouldn't be afraid to make an appt.

I haven't had to but would not have issue if it was needed.

I haven't had to speak to him but my student has, just in passing and she had nice things to say about him.

I haven't talked to them yet but would feel comfortable doing so.

I love that there is this resource available—doing far more good than harm. I hope data and logic trump politics in the decision on whether to have a SRO.

I only chose disagree because I don't know the resource officer and there wasn't a choice that said "not applicable."

I strongly support the Duluth Police Department

I'm not sure how to reach the person

I'm unsure if who that is, exactly. But I'd have no problem talking to them if that were to be the case.

I've never needed to

I've never seen or heard anything about the SRO at Ordean, so I don't know if I would be comfortable talking to them.

If I needed to speak to them I wouldn't have a problem.

If it was necessary, I would feel comfortable talking to the SRO.

Me and my child have had zero interaction with the schools resource officer.

My son does and has said the officer is very friendly

N/a

Never have, and can't imagine I would have a reason to. But if I needed to, I wouldn't have a problem.

Never have..I would if I saw the Officer.

Not applicable at this time.

Officer are known to get away with murder, especially black and brown people.

Officer Stauber listens well and is very approachable.

Officer Stauber truly cares about students and it shows.

The officer should be friendly and helpful!

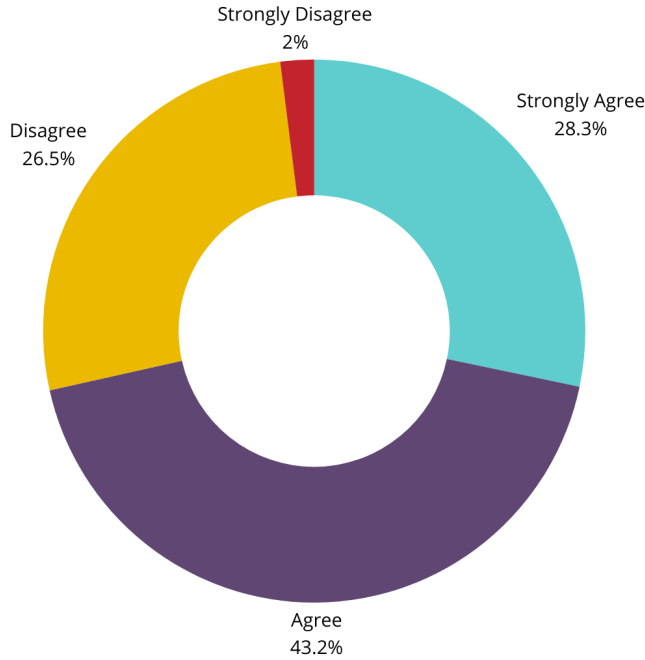
This question is confusing...I've never spoken with them so I'm not sure how to feel about talking with them.

Very appreciative

Why would I talk to someone I can't trust.

YES

I know what my child's school resource officer can help with.



Comments:

Again, did not get any actual help

He helps with nothing

I am not certain what sort of instances they are responsible for intervention. Clarification on this to students and parents might be good. For instance when it comes to threats against the school, fights among students or drugs and tobacco concerns or other issues or situations.

I am saying "agree" in the hopes of what I think they can help me with. However, I not my son has had an interaction with them so I am uncertain. "Uncertain" was not an option.

I am unsure what the school resource officer does.

I can guess what their role is, but it would only be an educated guess.

I don't actually know what they do, beyond protecting from the unlikely event of an armed gunman. I get that they are trying to engage with the community to create less fear of them, but maybe we need a new system for doing that kind of thing, because no one wants to engage with police if they don't have to. It seems like a waste of resources when

we think of all of the adverse consequences of a childhood with continual police presence. School to prison pipeline, etc. We shouldn't feel like it's normal to always be monitored by police. And I've lived in Duluth all my life, our police have very fast response times.

I don't feel it is super clear or has been laid out as to what they can help with. I do feel when we have had interactions with him in past years they have been good.

I don't know what the resource officer does.

I don't know what they can help parents with

I have no clue what resources are available and if my student/family qualifies. I'd be interested, as I'm a single parent.

I have no idea what their purpose is being in the school.

I have no idea what they do

I have no idea what they do, why they are there, nor how to measure their success, or lack there of.

I know the rules/law have changed with this so may not know totally the new boundaries.

I really don't know what their job entails

I think I have an idea but I'm not 100%.

I think more communication on this front to the masses might be good.

I wish there was more public education about what RO's do and how they spend their time. I think people would understand how valuable the program is and that it's not like meter maid infractions and tickets.

Is vaping at school something the SRO can assist with? I'm hearing from my daughter at least weekly about students vaping in bathrooms. I'd love for my daughter to not be put into a situation where she's simply desiring to use the bathroom and have to walk through a group of students huddled together, or have to be hearing or noticing multiple students locked in a single stall vaping.

It is not clear to me or my children what this officers role is. They have witnessed this officer issuing sharp commands to students to go to their classes when students appeared to be loitering but they did not understand why the officer was taking this action. The officer did not respond to my request for assistance, so it is not clear what role they play in the school.

Just haven't had the need. The communication is too much-everything is always combined with other things. Makes it very hard to weed through.

Me and my child have had zero interaction with the schools resource officer.

Never really thought about it.

Not applicable at this time.

Not sure

not sure what they can help with

Other than keeping the kids safe from harm, I don't know what else they can do?

Other than protection, I'm not sure what else the officer does. Physical protection, and the judgement needed by the officer to properly carry out this duty, is plenty for any one person to do.

Publicize the contract, let the officer wear plain clothes..

Resource officers have the same mandate as all police officers. To enforce the law

Safety, plus a lot more.

Teachers and staff need to be held accountable for discipline within the school.

There could be a little more information handed out or a rapid way of directing questions for determining what a resource officer can help with.

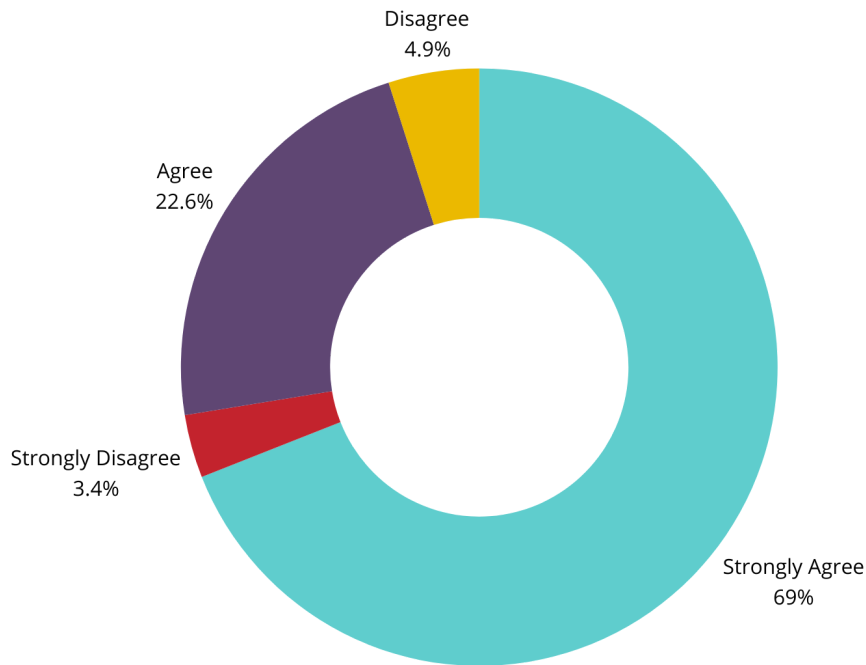
There should be clear guidance as to when officers get involved. That guidance should be posted and distributed.

They can't help with much. Stop an active shooter is why I am glad they are there, but if they act like the 100 cops on sight in Uvalde, what's the point? I am not against cops; I hope they will never be needed. But let's stop pretending they keep things safe. It's way bigger than that.

they don't help with bullying or glamorized fights

To be honest, I don't know beyond normal officer assistance. However, this is not anyone's fault but my own since I haven't looked into it or had the need to find out.

I support having a school resource officer in my child's school.



Comments:

100 percent!

100% - see comments above

Again a trustworthy and professional one would be a great asset for the school

Again, I don't feel comfortable as a white woman answering this question, as my experience with police is/may be different than a person of color.

Another adult is another adult regardless of their title.

Defense is the best offense.

Don't care one way or the other

However, if the person is no longer able to help in the ways they should because they are a school resource officer perhaps they could be reassigned to the neighborhood and make "visits" to the school so that their hands are not tied in the event they are needed. I would never want this officer to not be able to act in the way they should because they are resource officer and are not allowed.

I can agree that their presence is a good thing, so long as there is actually something for them to be doing and that they have an active engagement plan. Simply having the presence of a Duluth police officer in the school means nothing to me.

I do think security of the school needs to be enhanced with someone empowered to respond to violence or other serious matters but a police officer may not be the correct solution.

I feel it is a necessary position.

I feel the presence of an SRO in the school helps build future rapport with Police in the community

I guess so.

I support whatever the teachers are asking for. If they find a SRO to be a good resource, then I support it.

I think it is imperative to have a resource officer in high school and would consider sending my child elsewhere if we did not.

I think we need 2 officers at the high school levels.

I would not feel comfortable without having a SRO in the school.

I'd have to understand more how the benefits of having one outweigh the consequences. Because I believe that the securely monitored bulletproof glass entrances/exits of our school buildings, and the training of the staff would allow for fast police response in an emergency. Maybe see how it goes removing these positions for a year. Especially if that money can go to funding art/music departments.

I'm not sure

If people truly want safe schools and their children to be supported on multiple levels, it only makes sense to have a resource available that can provide such protection and support.

In general- IF they understand that a 17 or 18 year old may look like and may technically- by societal standards- be an adult they do not necessarily make decisions as an adult, teenage brain development

In my opinion, there is no valid argument to not have a school resource officer.

Law enforcement is needed in the public schools! Anyone saying anything to the contrary is uninformed.

Me and my child have had zero interaction with the schools resource officer.

Mental health professionals, and proper security officers would be money spent better

Mixed bag for me. If there is a shooter and the officer catches it before or in process, great. Otherwise I see no point.

Much needed in today's society. Only ones that don't want to obey the laws don't want them there.

My children at OEMS school have reported multiple concerning situations to me- vaping and fighting are a few examples. I am very glad to know there is a school resource officer available to assist in any of these situations they are needed in.

As a teacher, I know that teachers need to be able to focus on their primary job of educating students and creating a conducive learning environment. I think having additional support in our schools to keep our kids safe is hugely important.

While it doesn't pertain to me specifically, I also know that along with helping to keep our students safe, school resource officers help with many other issues impacting student success, such as truancy and can also help connect students with necessary social services.

no opinion

Not dryer why this even being asked. The SROs most definitely are needed.

See my answer above.

Selected agree because neutral' was not an option. I do not know enough about their role and what other options for school safety exist

The well being and safety of staff and students must remain the priority.

There is no need for an armed person in school.

These days, a school resource officer is one of the most critical positions in a school. They make the school safe, there isn't much gray area there. My child has come home twice when a soft lockdown has occurred and said she feels better knowing the resource officer is there. If anything, there should be more than one. They protect these kids and show them that law enforcement is there to help, not hurt. I support our resource officers as much as anyone can.

Very important!

We would not feel comfortable sending her without one with that many students.

We would strongly consider not sending them to school if there is not a resource officer in the school.

Why have one when home does nothing

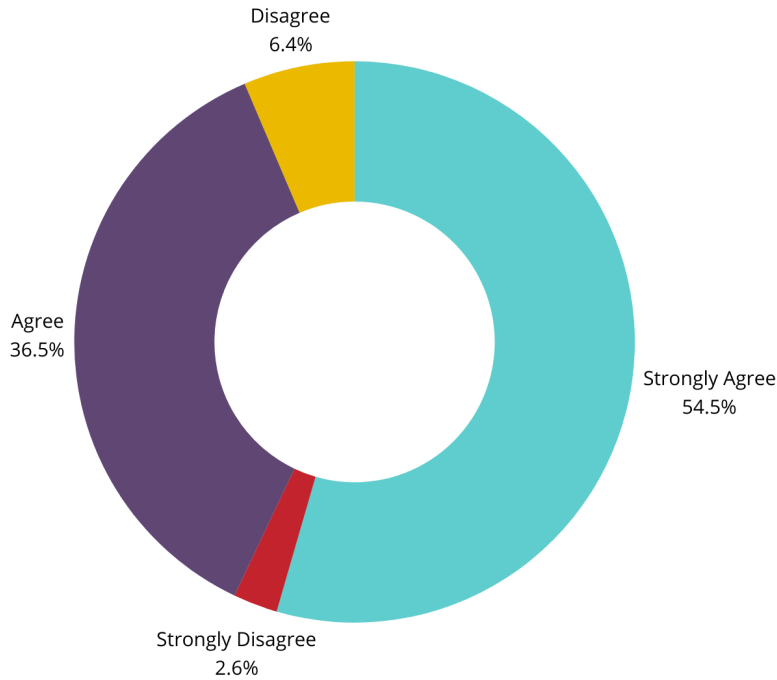
Wish you had a neutral answer option.

Yes good overall role model. Might be nice to have a female officer too!

Yes I would even support more officers being in the building during the school day.

Yes, yes and yes! 100% yes!

I feel comfortable approaching my child's school resource officer for help.



Comments:

A brick would accomplish more

Absolutely

Absolutely!

Again, this feels like the same question asked above in different wording. If I needed help at the school, and the resource officer was the one that could provide that help, I would approach them. As a parent, you do what is necessary and in the best interest of you kids - if talking to them solved an issue, that's an easy conversation to have.

At a point, where your concerns are not heard, you start to question why you are reaching out any longer.

But I'm really not sure what I would ask the officer for help with. So I feel comfortable approaching them...but why would I need to do so?

Depending on the officer.

don't know them, but in general- as a white person- police are generally safe. However, I have had encounters with male officers that were demeaning so it would depend.

Haven't had to, but would have no problem with doing so.

He has fielded questions that I have had about a couple situations with good knowledge of the situation

I can't think of a scenario where I would approach a school police officer, that I couldn't talk to a school counselor or another staff member about. If this survey is to consider taking the police back out of schools, and giving school staff a raise and putting money into art and music programs instead of cops... I vote on that option.

I did attempt to contact the officer about a serious matter and was unable to contact them by phone. I had to reach out to another police officer to address the matter.

I don't know what a school resource officer is, who they are, or what they do, or how to contact them.

I don't know who they are or what I can approach them for.

I don't need SRO help for my student

I just don't know them.

I only chose disagree because I don't know how to contact them or who they are and there wasn't a "not applicable" response option

I typically don't have an issue approaching an officer when I need something, but I don't know what their scope is.

I will never go to him for anything ever because he violated my family's trust.

I would if necessary

I'm not sure how to reach them

I'm not sure who this person is, but I'd feel just fine approaching them and discussing what is available.

If needed, I would.

Law enforcement office with less than 2000 hours of training. Danger to everyone

Me and my child have had zero interaction with the schools resource officer.

Not applicable at this time.

Over this past summer, the school resource officer assisted our family in a crime against my child that led to the arrest of an individual for identity theft.

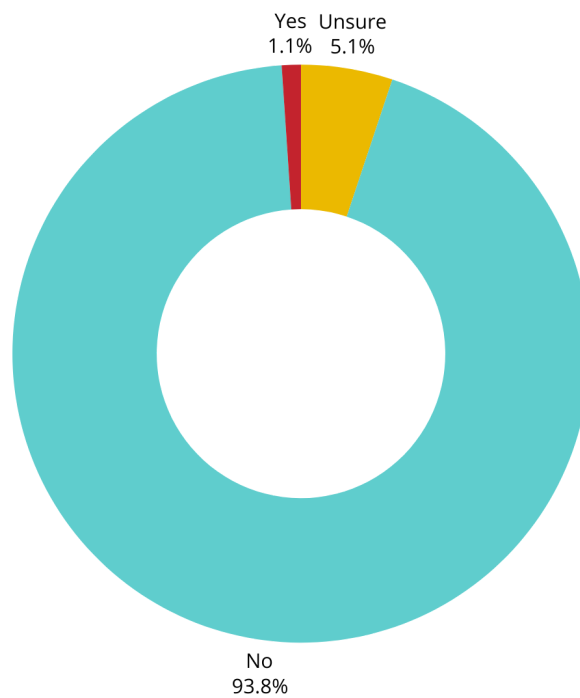
See above

super approachable

Sure?

these questions should have more options, this didn't capture my feelings

Has your student ever received a citation from a school resource officer?



How did it affect your student and/or family?

He made good changes

It taught our student that poor judgement has consequences.

Led to a good conversation and more communication about expectations at school and driving a vehicle there.

My child was given a warning! Thet resource officer was very nice and explained what would happen of she got another one.

Did you feel supported by the administration or the school resource officer after receiving the citation?

Yes

Yes

Everyone was Professional.

What are your overall feelings about your student receiving a citation and the process? (courts, diversion, probation, dismissal, etc.)

Positive experience.

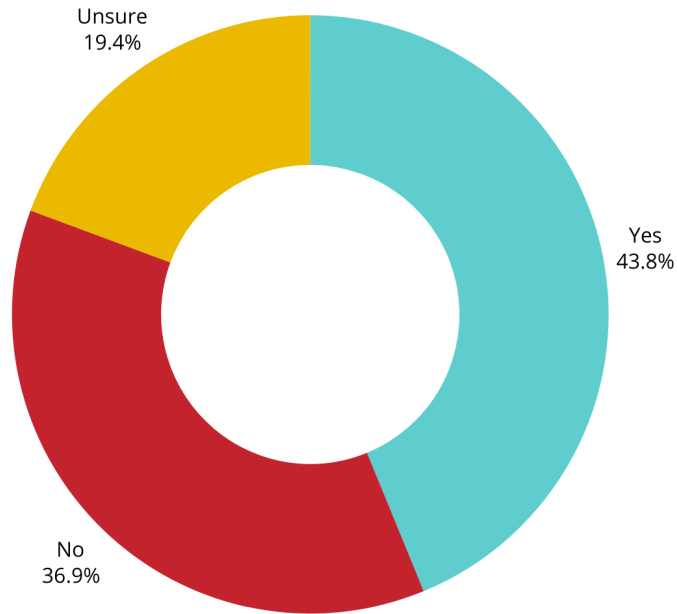
It was the right thing to do

Fair

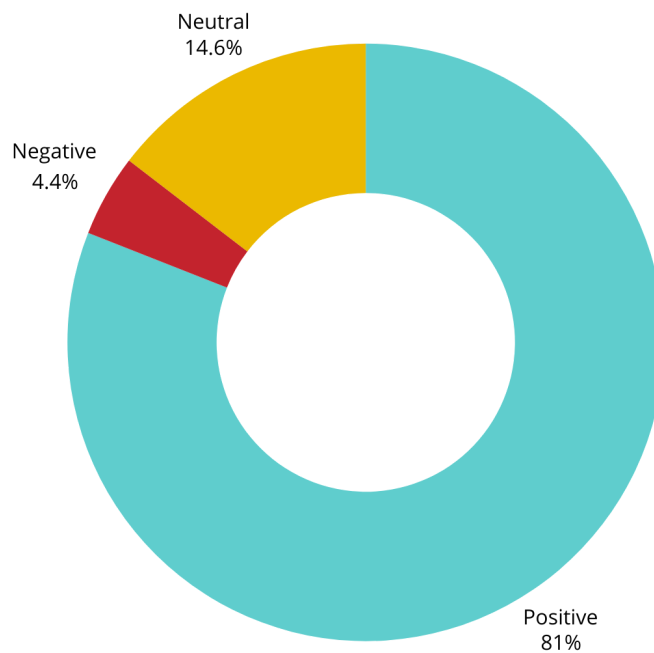
It was fair

Student Responses

Have you ever had an interaction with the school resource officer at your school?



How did you view that interaction?



Any comments about interaction:

about hockey and how my brother is on his sons hockey team and how there season is and stuff

annoying

asked me what was in my bag and said I looked suspicious, all I was doing was walking at a brisk pace towards the front doors to leave.

At Ordean East Middle School we have Officer Hannah and he is very nice and kind and says hi to everyone.

awesome sauce

Belittled me when he incorrectly gave me a parking ticket and I brought it into him.

Chris is an awesome SRO for Denfeld. He brings calmness and joy to the day. He's someone who you could definitely go to if you needed help.

Complimented my ceramics art

easy to talk to

good

great guys

H was a very nice and caring person. I didn't feel threatened or anything.

He always asks about sport really nice guy

He complimented me on my jersey.

He didn't seem to want to talk when I was asking him about the main lot parking situation. I wanted to ask if he could start ticketing more because there were no spots that morning at he didn't want to hear it. He wouldn't make eye contact with me and it seemed like I interrupted his gossip sesh. That was my first impression with him and it wasn't good.

he doesn't let kids talk when he's talking to them, he interups a LOT.

he gave me candy he is my bestie for real

he gave me compliments

He had a couple jokes

He helped me with unlocking a door so I could get my water bottle.

He helped us become crossing guards last year.

he is a G

He is a great guy and is very kind to all students.

he is a nice guy and i respect him

He is a nice guy.

He is an awesome guy, so don't get rid of him.

He is awesome! He is very kind,funny,and he gives me smarties!

he is funny

He is my friends old football coach

He is nice

he is nice.

He is one of the nicest people in the building Sometimes he come to our lunch table and he asks us what we are doing this weekend and about hockey

he is really funny and nice , very cool

He Is really nice

He is super kind and easy to talk to.

He is very kind and friendly. He always has the students best interests at heart.

He is very kind.

he is very nice

he is very nice

He is very nice and always says hi in the halls

he is very nice and entertaining.

He is very nice and thoughtful! He trained me in crossing guard, and was very nice and understanding the whole time if I messed up.

He just came into my health class to talk about his role as an SRO.

he just talked to me in the hall way

he made a joke when I was talking with my friends

he said he would do something about my issue and never did anything.

he the best and really nice

He used to be my football coach so every day I will say "Hey Coach" and he will say "Hey Mikesell Go Hawkeyes" a football team that we both like. We do this through school when I see him. He also asks how I am and I like that a lot.

He used to be my football coach, and when i had an interaction with him at school he is very friendly.

he was a nice guy that prevents school shootings

He was cool

He was kind and funny and welcoming

He was kind of a weird dude. Seems nice but is awkward and weird.

He was nice

He was playing quarterback outside at recess.

he was pretty cool

He was really friendly and I loved to talk to him about the police force!

He was really nice

he was really nice about everything I had to say

He was really nice.

he was scary

He was super nice

He was super nice and friendly.

he was super nice and he gave me a smartie

he was very kind and personable, he also helped me with legal concerns. I felt very safe

He was very kind. I just saw him during lunch and my friends and I had a conversation with him.

he was very nice

He's a G.

He's a little awkward.

He's a really helpful person and funny and is very responsible

he's chill

He's cool

he's funny.

He's nice

He's pretty cool

he's pretty nice to talk to.

He's very. Cheerful. Somethings off about him

hi

i am freinds with the resource officer

I am friends with the officer because he is the football coach.

i asked him how his day was

I asked how to get to a class and he was very helpful and kind.

I asked officer Hannah about the Ice cream at the end of the year.

I got held at Merritt not here but it is isd709

I have talked to our SRO many times.

I haven't ever had an interaction with the officer where I was reporting something but we talk a lot about school and sports and I think he is super nice and really cool and we are best friends him and I.

I just got candy and wanted candy

i just said hi

I liked the last 2 better Chad and Ed actually wanted to sit and have a conversation about our days.

I saw the officer smash a girl into the wall, he also had been very aggressive with one of my friends but all the times I have interactive with him he was polite and nice.

i say hi to him

I say hi to him in the hall and he will say hi back of wave

I talk with him a lot and he's my football coach, so we get along pretty well.

I think I just had a casual chat with him once.

i wanted candy

I was a crossing guard in fifth grade and me and my friends were talking about crossing guard because he helped us learn last year.

I was a quick chat

I was fighting and he broke up the fight

I was sitting at the lunch table and he asked us how our hockey seasons were going

I was talking about seeing him in public it was nothing serious

I've had interactions with all of them, our previous one was very rude, our current one is mid

Incriminating questions, seeming suspicious of kids just trying to use the restroom

It was a false accuse of a case.

It was a situation that happened within the school.

It was good.

It was good. at lunch my table asked him why he he was here and he just kindly answered

It was great

it was just me and him talking about hockey and him when he played football.

It was litt frfr

It was Nice he loves to talk about his kids and Hockey, and how we are doing in life.

It was nice meeting him and talking to him

it was really good.

It went fine. It was around a year ago and Officer Hanna is nice.

It went very well. Chris is a really cool dude.

Just a quick short conversation,

Just friendly greetings when I walk by

Just in the lunch room or in the hall way, I have never been around him for/during a negative interaction/time.

Just saying hello.

Just talked about how our day is going.

just talking about the weekend and exiting things

Just talking and saying hello.

Kelly is always fun to talk to.

made me upset

Nice and chill guy

no he just asked me how my day was when we were at lunch

NO but I think you should hire old veterans for the schools!!!

no it was really nice

no thank you

no, but there really nice

Not taken seriously

Not very nice person didn't really care about me.

officer hana is my bestie and he is real chill

Officer Hanna is my bsf he nice

Officer Hanna is nice and you can have a good conversation with him.

Officer Hanna is very nice and talks to me and my friends about our day and how we are doing along with playing football with us sometimes outside at recess.

Officer Kelly is really nice.

Officer Stauber is nice and approachable.

really good person he is really interesting and really useful when you need him he always interacts with you in the hall but in a good way

Really nice guy we talked about football

Really nice guy, always try to say hi when I see him in the halls talked with him when I had ISS

Really nice to talk to.

Really nice.

Said good morning

Said hello and just introduced himself.

says good morning in the morning and always has a smile on face

School resource officers don't benefit me in my particular situation, but I can see how they benefit others.

Since he is my football coach we just talk about sports a lot.

small talk, saying hi or good morning.

some girl were yelling at me and he came up and stopped them from hitting me

Super Positive didn't feel like I was in trouble

The officer is very nice and funny.

The officer was nice, he commented my drawings and that made me feel good.

The police officer was overall very nice.

They are a positive and kind person

They are very nice

they are very respectful and kind

this interaction was just a friendly talk about sports.


Told me my lunch was healthy two days in a row.

Very cool guy

Very great guy and likes to talk friendly to lots of people.

Very kind and a calm demeanor.

very nice and kind to everyone

Very nice and very 

Very positive

Very talkative and nice. Makes you feel comfortable.

Was rude and snarky, didn't seem too keen about doing his job.

Wasn't helpful whatsoever

We have said Hi a few times in the hallway.

We have the best school resource officers, that are a huge benefit to students

We just had a normal conversation at lunch

We just had a simple conversation

we just say hi and talk in the halls

we just talk

We know each other out of school as well.

we sometimes talks to me in the hallway

we talk about football cuz we both know each other

we talk and joke around, he is the best SRO along with the one from last year. he just is positive and is one of the best officers and shows what a officer should be.

also lets stop with the Race affecting how sro's act it has no affect and it does not at all in school, if the black kids are being bad the sro will talk to them and if the kid is white the sro will talk to them. they don't care if they are green or red they are fair. stop this god damn race card shit.

We talked about football

we talked about sports

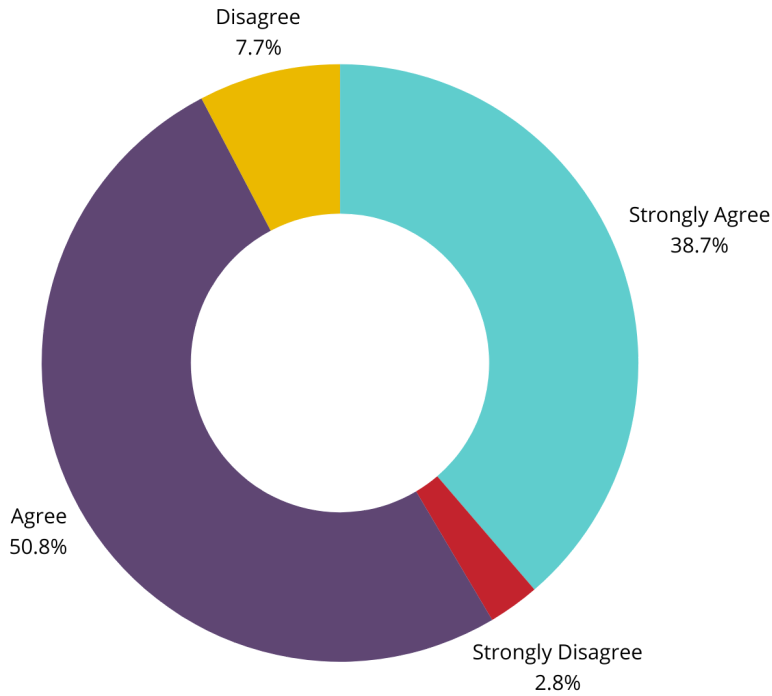
we visit while i'm waiting in line for lunch and he'll ask how my day is going and ill respond!

We were just talking about sports

womp womp

yes my friend is besties wit im and he gave me a pop socket

I feel comfortable reporting dangerous or suspicious activity to our school resource officer.



Comments

because I fell like that is snitching

because me and the officer are always talking to each other.

cool

Depends on situation

depends what situation

Even stronger agree

he ain't standing on no business

he doesn't do anything about the activity's when I bring them up to him

He is a good person to tell things to and understanding

He is a great trusted person.

He is a nice guy. Fun to talk to.

he is a trusted adult

he is always a good person to talk to if something happens

he is cool

He is here to help and keep us safe

he is nice and good at his job

He is so nice and trust worthy

he is super slay

he is the best

he is the best keep him and always cares.

He is very kind and easy to talk to no matter the circumstances.

he listens and gives feedback and takes it not like a joke and acts on it like he should.

He makes me feel safe because he makes sure that the people that bully don't.

he will listen

he's nice and funny

He's not gonna care.

He's pretty cool

He's really easy to talk to

he's the football coach.

he's a police officer i would like...

I can trust him.

I do

I do feel comfortable doing this.

I don't know him that well.

I don't like him

I don't talk to those delinquents

I don't think I would go to the officer because of my first interaction with him. I don't think he would be my number one pick.

I feel comfortable reporting things to him because he is very nice.

I feel like i can be able to tell him things

I feel most safe reporting it to _____ , she is less intimidating and she is kind

I feel that he is very reliable and he can take care of stuff

I get called a snitch whenever I report something.

I have not encountered a situation in where I have had to report anything to him.

I have reported suspicious activity to him before and I felt comfortable doing so.

I knew him from when I went to Congdon Park Elementary, so I already know that he's nice

I know he would take care of it.

I think one time last year some kid pretended they had a gun and I immediately reported it

I think that physical threats to our school are taken with the appropriate seriousness. However, I feel that communicating verbal and emotional threats to the school resource officer, especially concerning the bipoc and LGBTQ+ populations of our school, will be inconsequential and not taken with care and consideration.

I trust him with situations.

I very much feel comfortable reporting something because he's kind and I can trust him to help me.

i would agree so it just doesn't get put to the side and let it go tell someone

I would feel a little scared saying what happened.

I would if I could find him

I wouldn't tell him

I'm not going to say strongly agree because I don't like to snitch unless they hit me.

Idk I just don't

if I felt that me or someone else was in danger of being hurt in some way then I would say something but it is not my job to stop kids from doing what they want with their own bodies.

If I report I think the officer might not believe me.

If there was a real emergency then yes

It doesn't feel like what i say is going into someone who doesn't care

It's not the officer that makes it "uncomfortable" or "unsafe," it's the reaction from the student(s) you went to the officer about.

It's a cop

Makes you feel welcome.

most of the time i feel comfortable doing it, but ask them to not say that i was the one that snitched

never needed to

nice trustworthy dude

Nothing to worry about.

Only guilty people need be worried

some times its scary

Sometimes you feel like you'll get made fun of for reporting something, or I figure that it's already been reported.

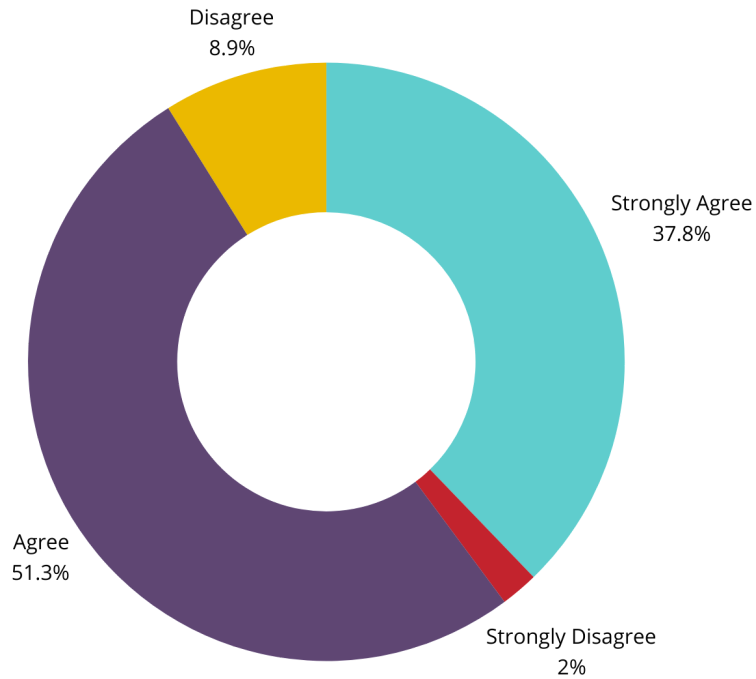
There can be a school threat at any time and that makes me scared

womp womp

Wouldn't know where to find him in the first place

yes he's nice

I would feel comfortable talking to our school resource officer



Comments

because he is a G

Because he is a G.

because I don't like the police

because me and the officer are always talking to each other about stuff so i do not get skared

cuz I don't like talking to adults

fun guy

he always lets he talk to him about anything

he feels like a good guy

he is a very nice and easy person to talk to

He is awesome!

He is cool!!

He is easy to talk to.

He is just a really positive guy and understanding about everything you tell him.

He is nice so yes.

he is so nice and welcoming that i like him as our school officer

He is very easy to communicate with.

He is very nice

He is very nice and I love to talk with him.

he is very nice and make things clear!

He is very nice and understands

He is very understanding!

He seems weird I liked Officer Ed much better

He was my football coach

He's nice

He's pretty cool

He's understanding

Hes a g

hes a nice and funny person

hes nice

Hes nice

I already do

i do everyday

I do feel comfortable doing this.

I don't know the guy.

i feel comfortable around him

i like him and ill be talking to him sometimes

I think that he would help me.

I'd rather not just spark up a conversation with a cop but if they talk to me or I have a questions then I would not hesitate to reach out

I'm very neutral with the officer being there

Im kinda a shy person, so speaking to others is hard for me

In between strongly agree and agree

ion talk to grown men

It depends on the topic.

It's in between agree and disagree

Like I said he is very nice and I have never been scared to talk to him before

Like I stated very kind and friendly.

never needed to

no goofs aloud

Not after previous interactions. I tried talking to him about an issue I had with parking in the lot because there were to many kids parked there without a pass. He did NOT want to hear what I had to say, and brushed me off. I wouldn't have had to say anything in the first place if the school had just ticketed/towed people like they said they would. I think it's super unfair that people that put out money and pay for a pass are denied a place to park just because the school and it's staff make false promises. I brought up this issue, and it was immediately disregarded.

of course! he is great.

Once again he is really nice.

saw a POC I never feel 100% safe with a police.

Some things are best kept to yourself.

talk to him everyday

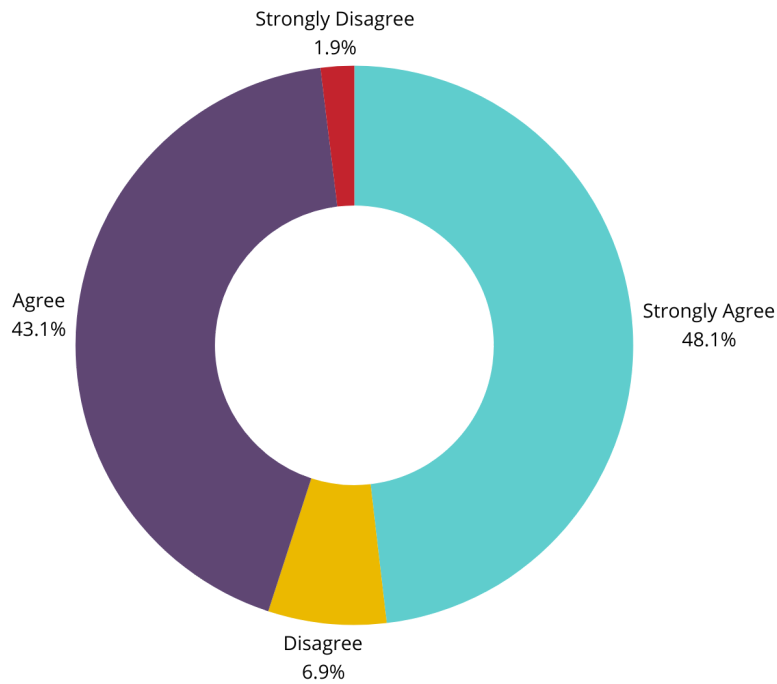
They are nice and I feel safe around them

We talk every day and give fist bumps in the halls and talk about sports and school.

we talk in the hall all the time

Yeah I talk and say hi to him in the hallways all the time.

Having an school resource officer makes my school a safer place



Comments

again nothing is done when he is brought into it

Agree and disagree its one person it will take an army to make schools 100% safe

be worrying about the wrong things

Because if anything goes wrong he can help.

because obviously hes a cop

Doubt it

He helps with situations.

He is a G.

He is nice

he keeps it safe

he keeps school safe.

He seems brave.

He truly does it all to make the school safe.

He's pretty cool

He's really sweet and I think everyone loves him as well.

I agree because if anything ever happened I know they will do something about it and they make me feel very safe.

I believe the school should have them because we need someone who is allowed to stop people psychically at a time in need.

I don't know I just got here

I feel a lot safer with a School Resource officer.

I feel more comfortable having a police officer at my school

I spose.

I think that it is very important to have a officer at a school, In case of an emergency or fight.

I think we could add more possible.

If anything goes wrong we can trust they are there to do something

if there is any threat in the school lk he can stop it

in case of an emergency a officer would help

In case of emergency, yes

isn't helpful doesn't do much

It does because if there were to be a threat he would be there..

It is probably a good thing a police officer is at the school.

It makes it feel safer because you have someone who knows what they are doing.

just one doesn't seem like it makes it THAT much safer, but a little bit.

Makes it feel more safe.

No, they cant be everywhere at once so that means if they are on the bottom floor and something is happening on the top floor that gives the "bad guy" time to first finish then hide whatever he was doing.

nothing happened involving me but its nice knowing there is one here

nothing really bad has happened yet

one police officer vs a threat not a good chance

Pro resource officer

Probably does

really caring about other kids

there are still delinquents

very much

very safe

well there could be a day where they aren't there and something happens

womp womp

yea it does

yes

yes bec it stops school shootings

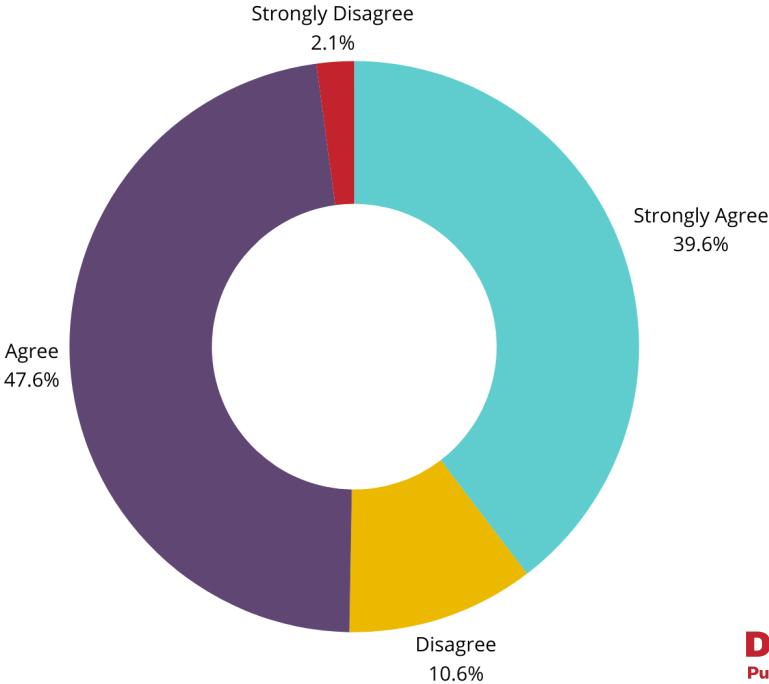
yes it does

Yes it makes my school safer for me.

yes this is true. Like I said up at the top.

yes, he steps in when something goes wrong like a fight or smoking. he cares

Our school resource officer makes me feel safer.



Comments

100%.

because i talk to him every day.

Feels the same. Also why isn't there any neutral options

he does but i never talk to him

he got handcuffs

He is a caring guy and would protect us.

HE is a G

He is a G.

he is there as soon as possible if there's a threat in the building

He truly does it all.

He very much does because I feel like I can trust him and that he would keep everyone in our school safe.

he would help in an emergency

He's pretty cool

I do feel safe.

I don't feel unsafe.

I feel way better about coming to school with him here

i fell like he's just there

I guess they make me feel safe in the sense that I'm more likely to survive a school shooting or something but knowing our corrupt police system's history with unlawful events and actions I do not trust them wholeheartedly in any way.

I never felt unsafe

I never talked to him soo I don't know

I still don't think that in a dangerous situation he would do much.

I think they kinda help make my feel safe and they kinda don't

id say so

isn't helpful doesn't do much

It's good knowing that there is someone helping us stay safe.

It's nice to have someone there, but he doesn't seem competent.

kinda but not really

Kinda have no idea what he does

knowing someone is here helps

Like I said up at the top.

No, they cant be everywhere at once so that means if they are on the bottom floor and something is happening on the top floor that gives the "bad guy" time to first finish then hide whatever he was doing.

nobody makes me feel safe besides me

nothing happened involving me

of course duh

pro

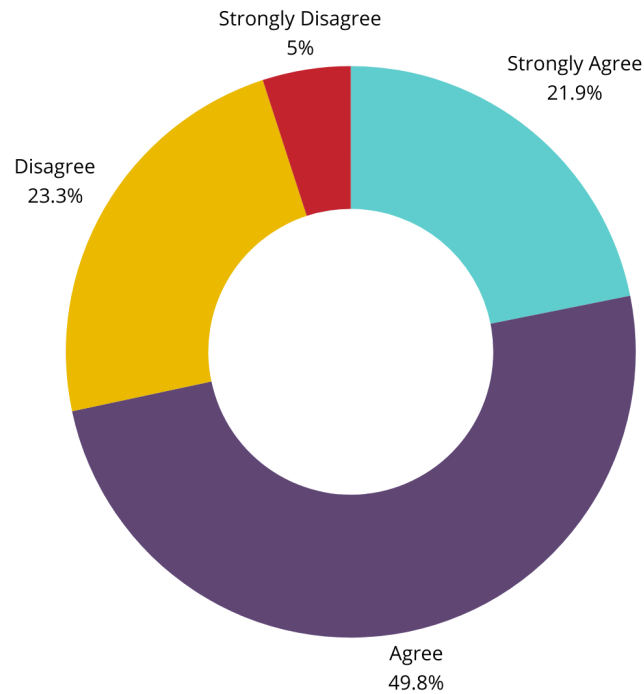
vets would make me not worry

yep, he respects all kids and me!

Yes he does make me feel safe

yes it does

Our school resource officer helps keep students from fighting.



Comments

100%.

A few fights still happen, but not much

a lot of kids fight in hidden places where no staff can be seen.

Depends on if he is there or not if he is on the other side of the school it will take a second to get there

don't know

every time ive seen a fight theres only the deans and techers

Happens all the time.

He always be breaking like a G

He breaks up the fights like a G.

He can't stop them if he can't see them

He doesn't mostly other people

He has broken up fights in the lunch room before and stopped them from happening.

he helps people talk and forgive instead of fighting

he is super good at his job

he runs up and says "hey..... stop!"

He tries too do his best but sometimes there is to much going on.

He truly does it all.

he trys

he will stop people from doing those things.

He's pretty cool

I don't know

I don't know he will shoot them? idk

I don't see many fights

I don't strongly agree on this one because kids do still fight.

I still see fights

I think that is mostly the teachers or principals job to stop fights but he could to

I'm not sure if this is true. There are fights, but I would have to compare them to a school without an officer.

I'm unsure but I think he does.

I've never seen the officer involved with the troubled students and I've only ever seen him chatting with other staff members. I have never seen him intervene during a fight.

I've seen fighting before and sometimes he helps, but other times he isn't there to help.

IDK I've never seen them break up a fight

idk what to say for this but if they start fighting he can js pull them away from eachother

in March there where these girls fighting and officer stoped it and one of the girls got in a lot of trouble

It's a neutral feeling because stuff still happens

Its his job so like yeahhhuuu :P

Its Neutral

Kids still fight just about every day when they are here or not

Middle

no they still happen he just stops them

nobody can really prevent it when its happening he helps out the best he can

Not really

not really

Not really people still fight.

Not really

people still fight

People still fight but probably not that much

Pretty sure that's his job.

seen him break up a lot of fights.

sometimes

sometimes

somewhat agree

There are still fights that happen.

There hasn't been almost any fights all year so I would assume so.

There have been eight fights I know of and the kids both ended up injured and no one tried to stop them from fighting.

they just fight in the br.

they stop fights from continuing in school grounds for sure.

they try to

umm yeah ig

watched him deal with fights

well our counselor does more of that

when he is here there is almost no fights when he is not there is a lot of fights.

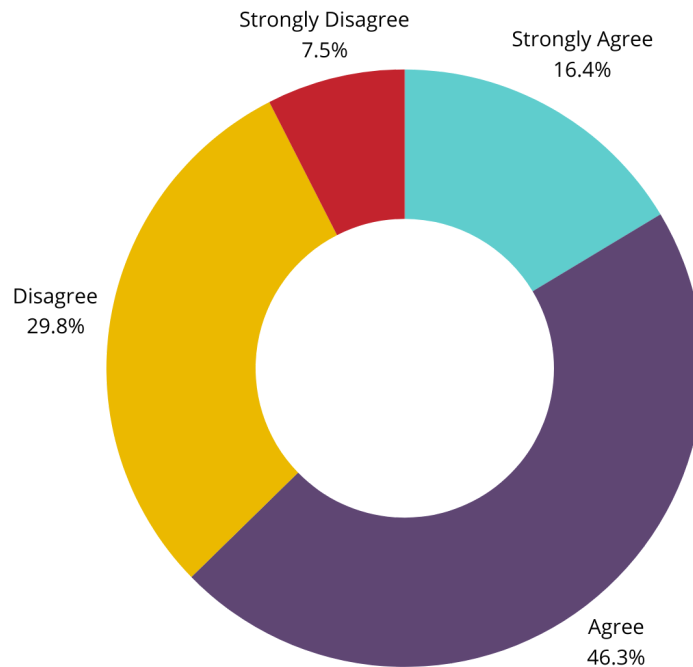
when he sees them happening

Yes and no he helps break up the fights but sometimes fights still happen.

Yes but they do still happen (mostly because middle school is just crazy) but he is very good at breaking them up or preventing them

yes of course as stated above!

Our school resource officer helps students from being bullied.



Comments

A lot of people still get bullied.

again kids still get bullied everyday weather they are here or not

again nobody can really stop this

Again, I've never seen him interact with the students. He is not preventing people from being bullied.

Also never seen it

always

and to reinforce rules that are in the the school and to make sure people are safe.

Because he a G

Bulling still happens all of the time still but it isn't the officers fault that they don't catch then. Like I said they cant be every were at once.

bullying is rarely physical and I have never seen the officer step in when words are getting to be too much or someone is getting ridiculed.

Bullying will never fully stop.

Dude has seen kids get bullied (including myself) and he didn't do anything about it.

eh most of the time its not that bad to the point where he needs to like stop them idk

ehhh not really at least not that I know of and I get bullied a lot

He defends everyone.

he doesn't like it when kids bully

He is a G.

He is nice

he is nice to the students.

he is very nice to people who aren't included a lot and he's a great role model

He truly does it all.

He's pretty cool

honestly not sure on that one like yes and no because there is only so much they can do but I do think that sometimes it does help

I don't know

I don't know I just got here

I have no clue because I have never seen him do that.

I haven't really seen much bullying so yea

I still see bulling

I think this is more what admin does

I've never seen him stop a fight, and I've seen many people get picked on. Only some get dealt with. He mostly focuses on blind spots with cameras and stuff.

idk

If he sees it he does but if he doesn't he don't know.

It still happens

It's not that I don't think he stops them from being bullied, I've just never seen it before. I've also been called a racial slur on the stairs once.

mhm

most of the time

never seen anything

Never seen him get involved

Other people do that not him

People get cyber bullied these days

people still bully

probably haven't witnessed it though

Same reason for above.

school did nothing about bully!

Skibidi dop dop yes yes skibidi beep beep

sometimes

Sometimes, not always

Still unsure

Sure, but I personally haven't seen it.

the officer doesn't see or know everything.

There are many forms of being bullied, and so many of them are not noticeable by anyone. Just insults. I get bullied. For my hair. My personality. Just existing.

there hasn't been one time I've seen a police stop kids getting bullied.

they will confront them if you ask or if they see it happening, they dont go around the school dropping everything to do it tho, just ask! (:

well kind of again its more of the counselor

yea

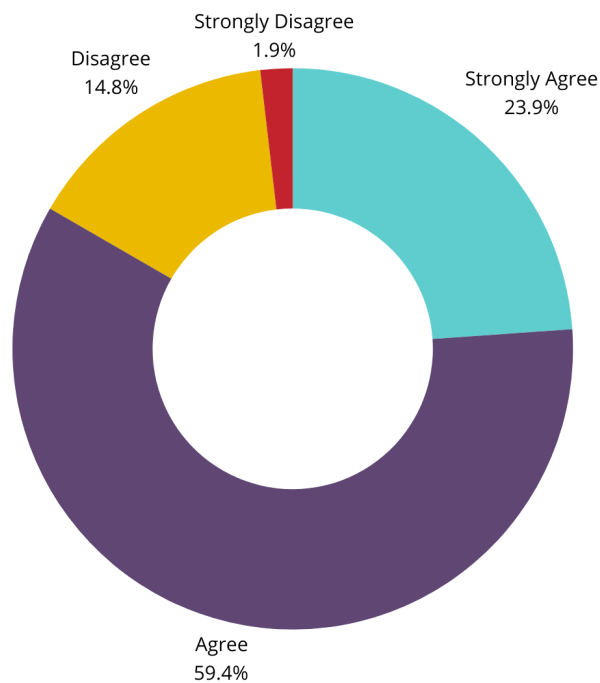
yes

yes

Yes he talks to everyone and helps them.

You can never really control students, but sometimes it helps a little.

The main job of our school resource officer is to enforce the law.



Comments

And to protect us.

Duhhh.. He a police officer >.<

Enforce the law at the school.

Haven't seen that happen though.

He also has to be a G

he enforces the law and he helps people

He is a G.

He is also a good guy to talk to if need of help or if you're bored.

He is always here and is very good at his job.

he is here to help

He is here to make us feel comfortable and safe.

He is nice

He is supposed to enforce the law but he is also supposed to build relationships with the students so they feel safe and trust him

He truly does it all.

he's here to protect us

He's pretty cool

hes mainly there to make sure we arent doing anything bad to each other

His main job is to protect and serve.

I agree, he's also funny and nice

I am pretty sure he is just their if there is a shooting

I believe the main job is to keep students safe.

I don't he is a cop soo

i don't know i just had to pick an answer

I think they should care about the kids and keep them safe.

idk

It depends on the situation

Just a part of what he does he influences students to make good choices

keeps people safe from fights

not sure. I've only seen his standing in doorways holding his vest.

nothing

Sure

That is what he is here for.

the law? will they take me to jail?

Their job is to keep us safe

ummmm, if not i would question why they have a badge and a gun. they need to help and keep things safe. they will deal with law breakers if need be!

While that is important I believe there is more important things.

why else would you hire him

ya

yes

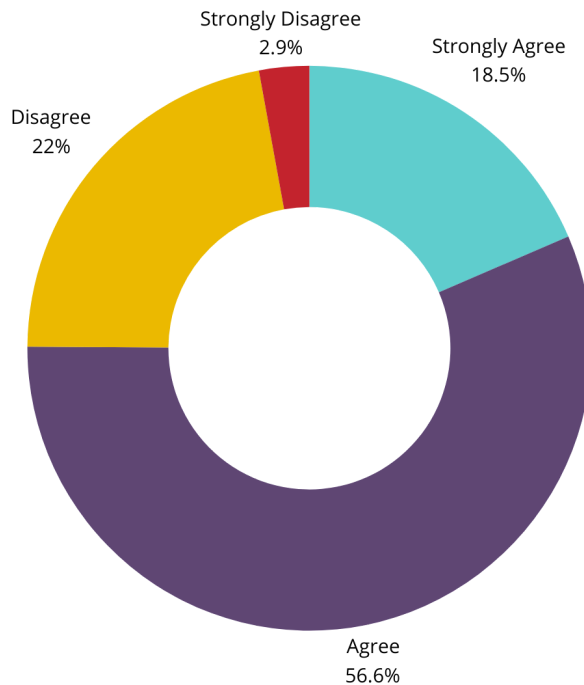
yes

Yes and fun with it.

Yes!

TRUE

The main job of our school resource officer is to teach about safety and law enforcement.



Comments

Because he is a G.

bothers

Does he have any classes?

HE also has to be a g

he has a great relationship with my whole family i am even friends with his children

he hasnt really talked to us about that so):

He is here to enforce the law not to teach kids about it, that is literally why we are here at school. To learn things.

he is there to help and make people feel good.

He truly does it all.

He's good at doing that!

He's pretty cool

i don't know i just had to pick an answer

I feel like thats something he does very well

I think that that should be one of their main jobs but examples of that happening are rare if I've even seen any. we are told what to and not to do and that is the extent of which I have seen the students be taught in that subject.

i'd put idk

It is to help people and If a inroter comes in he can pertecked us

no, they could care less. if something like that happens it would be in grade school and the police chief would come in to be honest. you can ask questions and they would answer but that is not their main jobs LMAO!

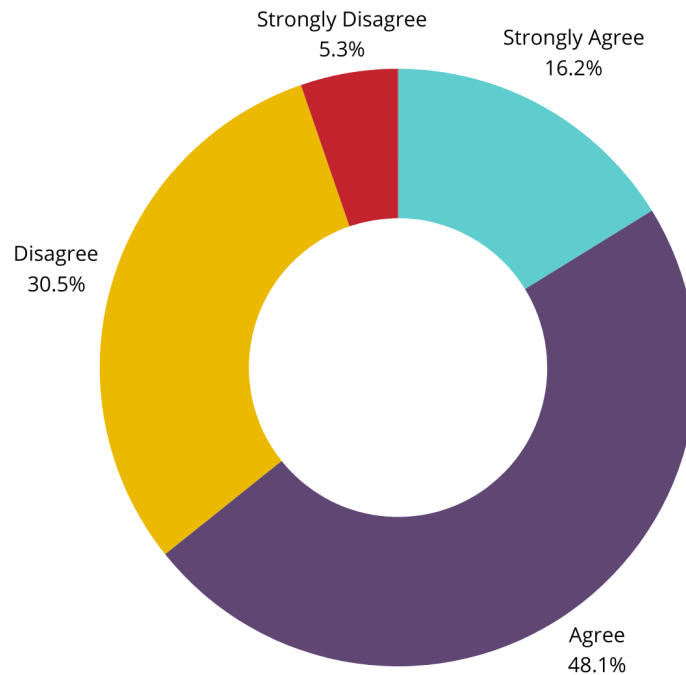
only sometimes

They are her to keep us safe not to tech us.

this will help kids know what not to do and he already does this

Uhh.. Yeah if its job idk tbh but yeah sure

The main job of our school resource officer is to build relationships with students.



Comments

Agree and Disagree

eh idk

He does it, and it makes people feel safer around police officers.

he has a good relationship with most people

He has made a bunch of goo relationships with students.

He is a G

He is a G.

He is here to enforce the law no to be best buddies with the kids.

He is here to prevent bad things from happening but it is also important that he gets to know us so we know we can talk to him.

he only talks to certain people. I don't mind.

He truly does it all.

he's nice to alot of students

He's pretty cool

I don't know i just had to pick an answer

I don't think he should be getting too close.

I don't think it's bad if he does make connections with student, I'm just not sure that's his main job.

I feel like this is one of the most important part about having an SRO, Building the gap between law enforcement and the community.

I guess

I think our school resource officer's main job is to keep students safe.

I think that is somewhat important.

I wouldn't say it's his main job.

idk

idk sure

If he does this students will feel more comfortable making reports

if they build relationships students may feel more comfortable with them

It is to keep us safe.

It not the main job but I do think that it is a great thing for them to do

It's better to know who your working with so you can help them more.

its mostly to keep us safe

Its not the main job but he can if he wants to

kind of but i don't really know

Likes to build strong relationships with my peers and I.

no its to protect the school

not him job

Not really their point of being here

not the main job

Not the main job, but does act friendly towards students

other than very few outliers, I don't know anyone personally that has a relationship with the officers unless you mean saying hi when the cop addresses them.

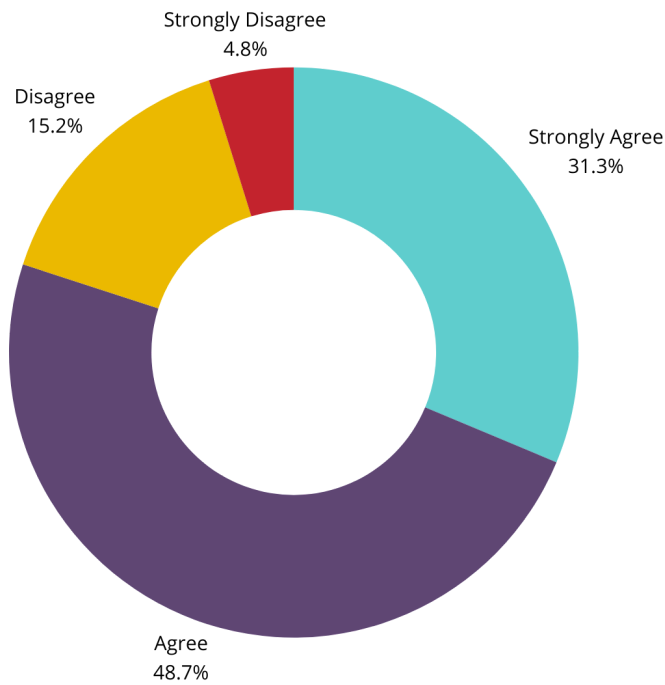
Prolly idek :3

That absolutely does not happen. He has no interest in that.

this is one thing that will be needed to be in the school. i know i would not want a crab ass yelling at everyone lol, i feel like more people would listen to him if he has at least a nice tone at the least.

to stop fights

I often see our school resources officer in public areas and/or events at our school.



Comments

a lot

at football.

at lunch and in hallways

Because he is a G.

cuz hes always in the lunch room, or hallway

Every once in a while I will see him here and there and say hi.

he coaches the football team that practices behind my house

He goes to pretty much everything

He is always everywhere helping out.

He is always here.

HE is there cause he a G

He was my football coach

He's friendly and interactive

He's normally at the front doors gossiping with other staff.

He's pretty cool

I don't ever recall ever seeing Officer Chaney at events at school.

i dont go to them so idk

I have not seen our officer in public

I have seen them at after school activities before.

I see him around the area a lot.

I see him at football

I see him at local things.

I see him at school events.

I see our old officer at more things than the officer now even though he doesn't have to come to these things anymore.

I usually see him in the morning on the second floor, but I don't really see him anywhere else.

I've never seen him anywhere outside of school.

I've only seen him by the front doors.

idk

idk

lunch and outside

mostly hangs around the gym doors

Only see him at school.

sometim3s

they are in the school with events and sometimes at kids cops and cars, but with over 200 police officers i dont think the resource officers would need to do all of that. school events yes but it just depends on the sro. Tim Chaney does more in school events but Joel Hopps did more of both like he went fishing with the kids and just did more.

Usually in the lobby in the morning/after school, never really seen him at events though

ya

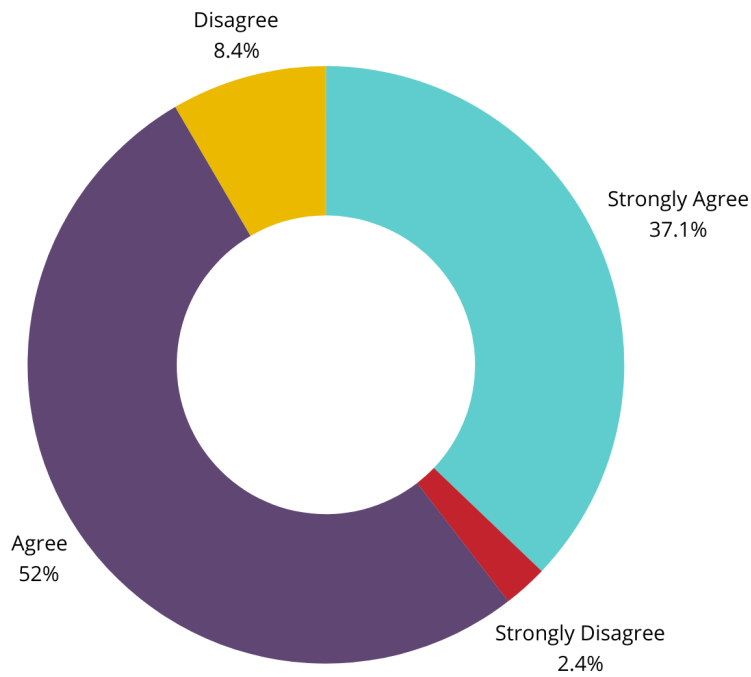
yes

yes

yes

YESSIRR!!! (>_<)

I feel our school resource officer deters school shootings from occurring in our building.



Comments

Anything can happen, but it would help when it were to happen.

Haven't had one but I'd hope

Having an officer makes school shootings occur less often

He does but also I don't know how much one officer can do

he dose very good because he is a G

he got that thang on him.

He has a gun too to protect us

He is a G.

he is a very great person and officer

He truly does it all.

he would scare me if I was a shooter

He's pretty cool

i am not very concerned with school shooing's at Denfeld

I don't know how to answer this question so maybe...

I don't know maybe

I don't know what deter means

I don't think anyone in the school would in general, but with an officer it's even less likely.

i dont think someone with a semi automatic rifel will give any fricks about a cop with a basic 9M pistol lol.

I haven't experienced a school shooting and don't think I've seen anyone with a gun.

I mean from what ik we haven't had one

I think that we should have 2 officerr

I wouldn't know we haven't had one.

I'd something happens he can radio/call backup

I'm not confident about this because I'm not sure whether or not the person causing the shootings would know we have an officer.

I've never had to experience this so I would not know but I think he would.

idk

Isn't that one of the main reasons they is here?

It hasn't happened so I don't know

just one officer isn't really going to deter anyone

Maybe I don't know

Maybe?

never had one

never seen shootings at school but he could stop them

Not my place to say anything on that topic.

shoot them

Very skilled.

we have never had a shooting

We haven't had a school shooting so I don't really know.

would not know

Yeah huh Guh huh

yes

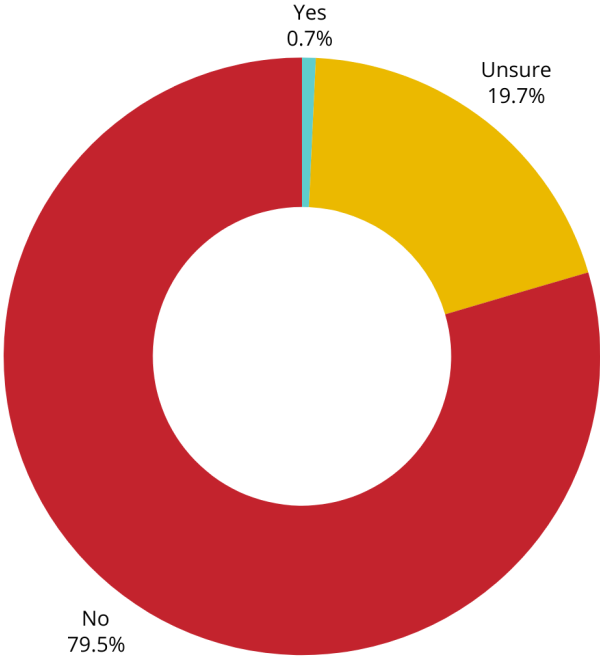
yes

yes and plus you cant even open the doors unless they are unlocked

yes duh

Yes he will protect us!

Have you ever received a citation from a school resources officer?



How did it affect you?

I parked in main lot one time and I got a parking ticket and I haven't parked there since then.

it was not here

nothing

Did you feel supported by the administration or the school resources officer after receiving the citation?

No

idk

yes

Did you also receive school discipline, such as suspension? If so, what was it?

No

idk

nothing

What are your overall feelings about receiving an citation and the process? (courts, diversion, probation, dismissal, etc.)

I don't think it is totally right because I don't think I will be able to get a parking pass next year due to the fact I got a ticket, when I only parked in main lot one time because I was gonna be late if I didn't.

idk

no

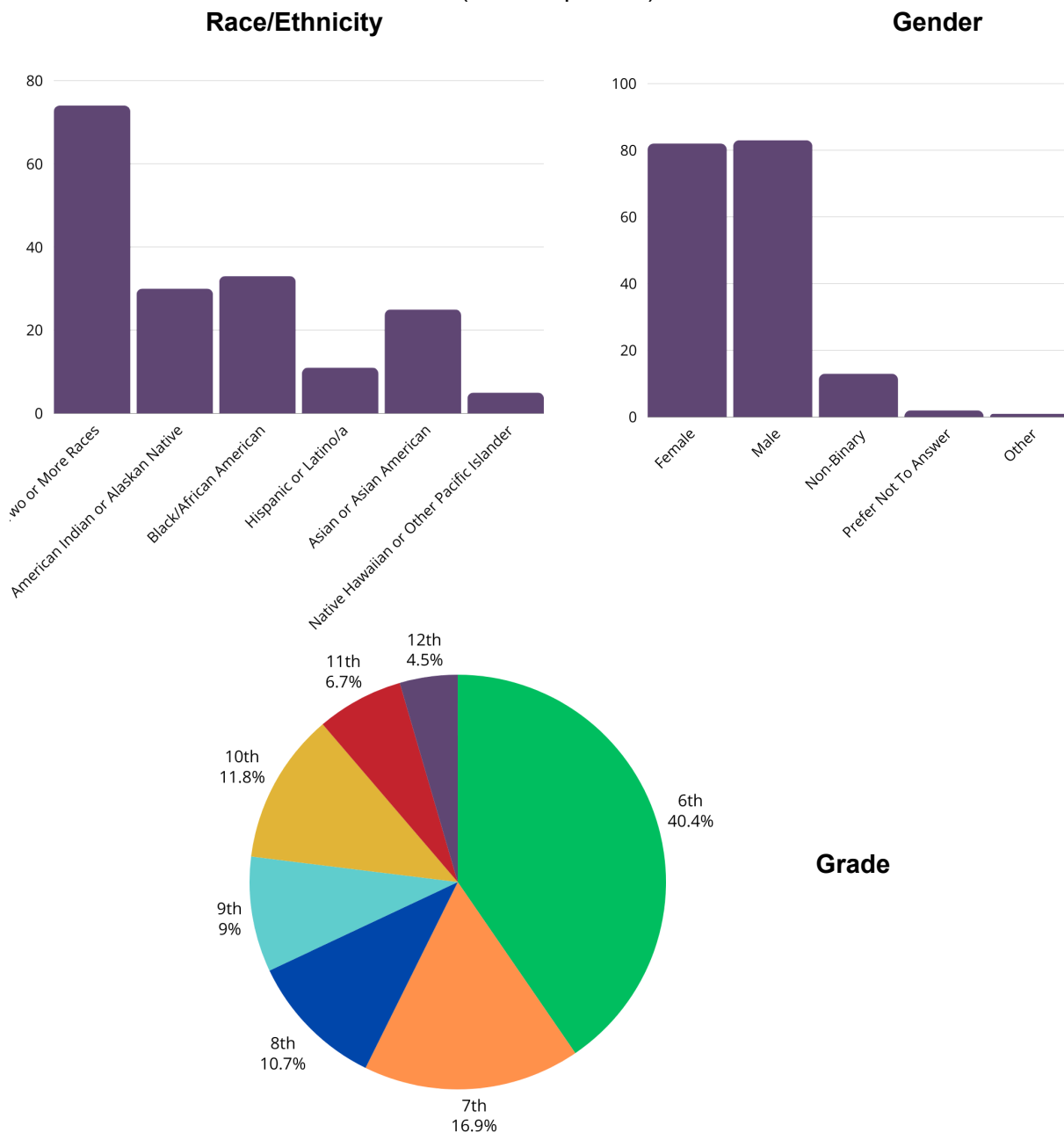
2024 School Resource Officer Survey

The School Resource Officer Survey was sent to students at Ordean East Middle School, Lincoln Park Middle School, East High School and Denfeld High School. Each school was given a window of time to offer students time to fill out the survey, which students were able to take on a voluntary basis.

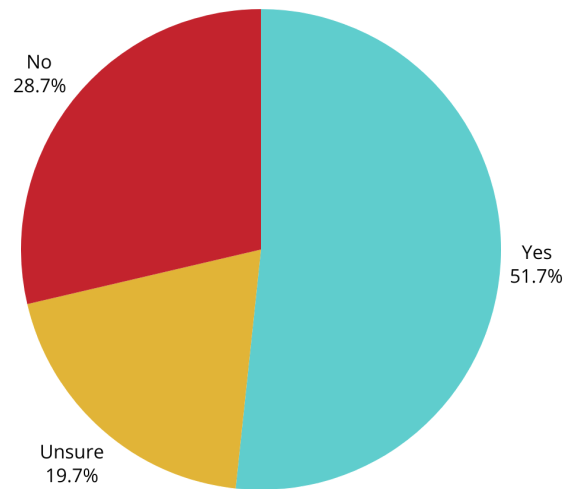
It was also sent to parents/guardians from these four schools as well. Multiple reminders were sent to students and families and they were asked to fill out the survey even if they didn't know their school resource officer or haven't had contact with them.

Non-White Students

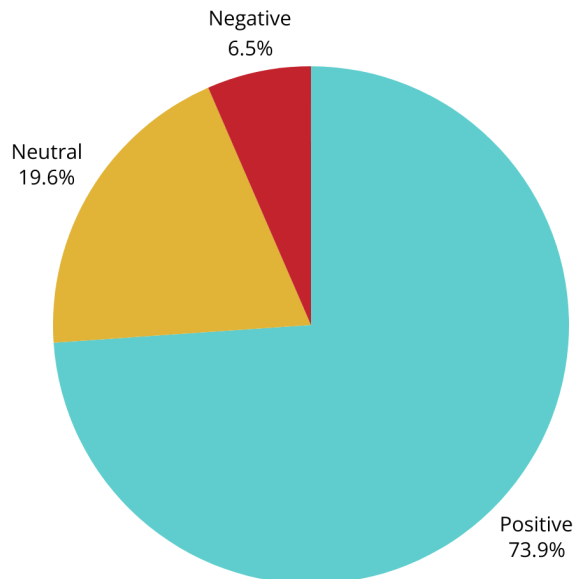
(178 Responses)



Have you ever had an interaction with the school resource officer at your school?



How did you view that interaction?



Any comments about interaction:

He always asks about sport really nice guy

he doesn't let kids talk when he's talking to them, he interrupts a LOT.

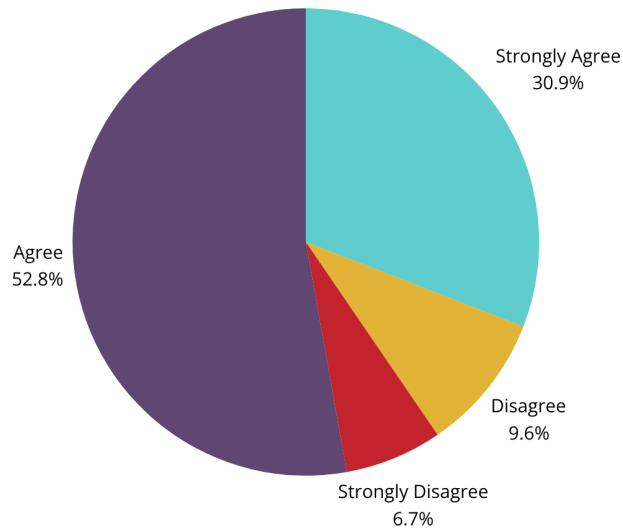
he gave me candy he is my bestie for real

He helped me with unlocking a door so I could get my water bottle.

He is my friends old football coach

he made a joke when I was talking with my friends
He was cool
He was really friendly and I loved to talk to him about the police force!
he's chill
his ass was tweakin
i asked him how his day was
I just got candy and wanted candy
i just said hi
I saw the officer smash a girl into the wall, he also had been very aggressive with one of my friends but all the times I have interactive with him he was polite and nice.
Incriminating questions, seeming suspicious of kids just trying to use the restroom
It was litt frfr
It was nice meeting him and talking to him
Just saying hello.
no he just asked me how my day was when we were at lunch
no it was really nice
officer hana is my bestie and he is real chill
Officer Hanna is my bsf he nice
Said good morning
Said hello and just introduced himself.
some girl were yelling at me and he came up and stopped them from hitting me
Super Positive didn't feel like I was in trouble
Told me my lunch was healthy two days in a row.
very nice and kind to everyone
Very nice and very 🌟
Very positive
We have the best school resource officers, that are a huge benefit to students
we talk about football cuz we both know each other

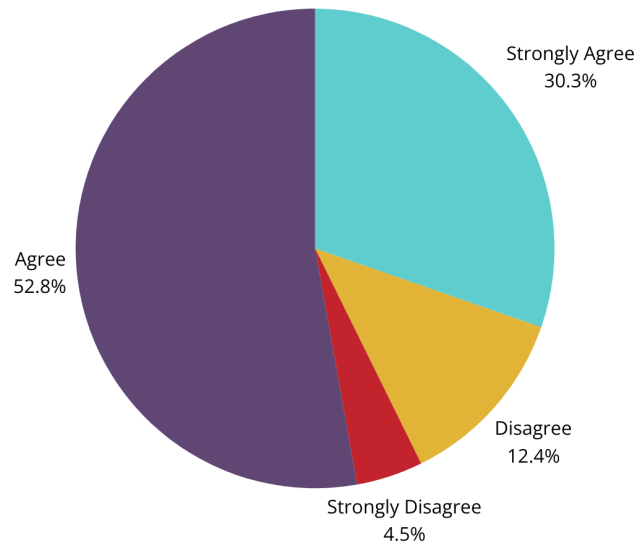
I feel comfortable reporting dangerous or suspicious activity to our school resource officer.



Comments

Even stronger agree
he ain't standing on no buisness
he is always a good person to talk to if something happens
hes a police officer ofc i would likkkee...
I can trust him.
I don't like him
I don't talk to those delinquents
I feel like i can be able to tell him things
I feel most safe reporting it to Ms rust, she is less intimating and she is kind
I wouldn't tell him
if I felt that me or someone else was in danger of being hurt in some way then I would say something but it is not my job to stop kids from doing what they want with their own bodies.
If there was a real emergency then yes
It doesn't feel like what i say is going into someonw who doesn't care
most of the time i feel comfortable doing it, but ask them to not say that i was the one that snitched
Only guilty people need be worried
Sometimes you feel like you'll get made fun of for reporting something, or I figure that it's already been reported.
There can be a school threat at any time and that makes me scared
Wouldn't know where to find him in the first place
yes hes nice

I would feel comfortable talking to our school resource officer



Comments

cuz I don't like talking to adults

he always lets he talk to him about anything

He is very nice and I love to talk with him.

He seems weird I liked Officer Ed much better

hes a nice and funny person

i do everyday

I'd rather not just spark up a conversation with a cop but if they talk to me or I have a questions then I would not hesitate to reach out

Im kinda a shy person, so speaking to others is hard for me

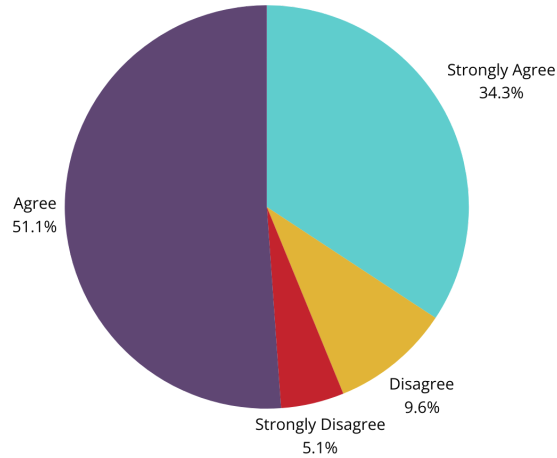
ion talk to grown men

saw a POC I never feel 100% safe with a police.

we talk in the hall all the time

why wouldnt why??

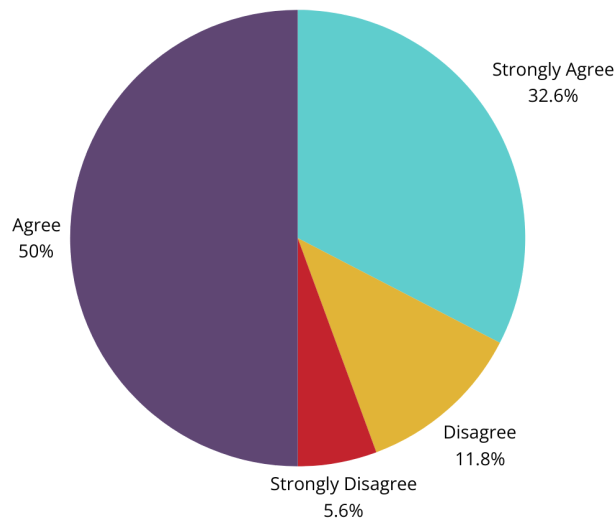
Having an school resource officer makes my school a safer place



Comments

be worrying about the wrong things
because obviously he's a cop
I believe the school should have them because we need someone who is allowed to stop people psychically at a time in need.
In case of emergency, yes
On GAWDD shawty fr looking out 4 all the bad kids and is dumb respectful ong
one police officer vs a threat not a good chance
Pro resource officer
Probably does
really caring about other kids
there are still delinquents

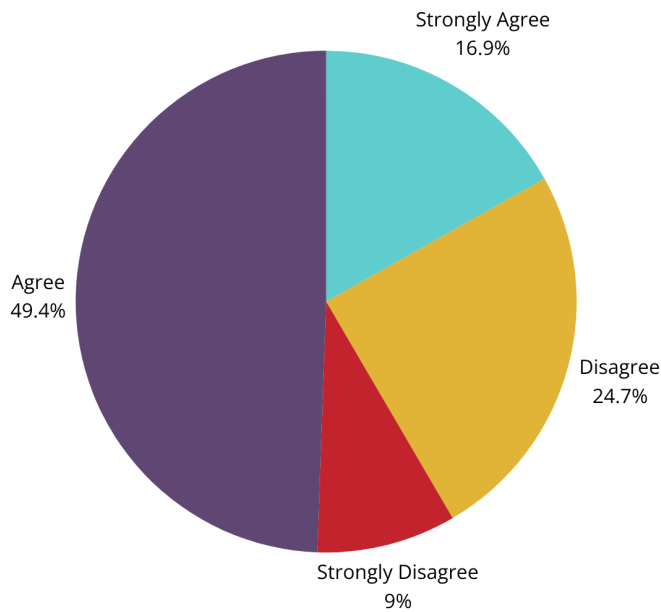
Our school resource officer makes me feel safer.



Comments

he does but i never talk to him
I guess they make me feel safe in the sense that I'm more likely to survive a school shooting or something but knowing our corrupt police system's history with unlawful events and actions I do not trust them wholeheartedly in any way.
Kinda have no idea what he does
nobody makes me feel safe besides me

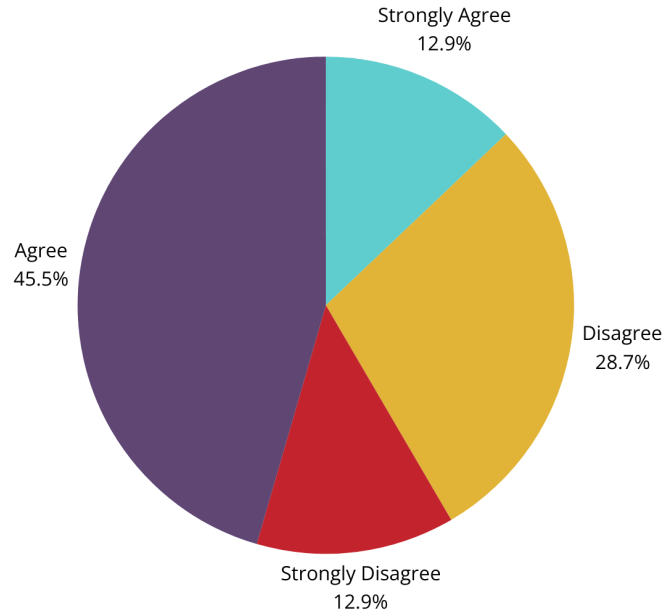
Our school resource officer helps keep students from fighting.



Comments

a lot of kids fight in hidden places where no staff can be seen.
he runs up and says "hey..... stop!"
I don't know
I'm unsure but I think he does.
idk what to say for this but if they start fighting he can js pull them away from eachother
Its his job so like yeahhuuu :P
Never seen it
people still fight
somewhat agree
they just fight in the br.
they stop fights from continuing in school grounds for sure.
umm yeah ig

Our school resource officer helps students from being bullied.



Comments

Also never seen it

always

bullying is rarely physical and I have never seen the officer step in when words are getting to be too much or someone is getting ridiculed.

eh most of the time its not that bad to the point where he needs to like stop them idk

I don't know

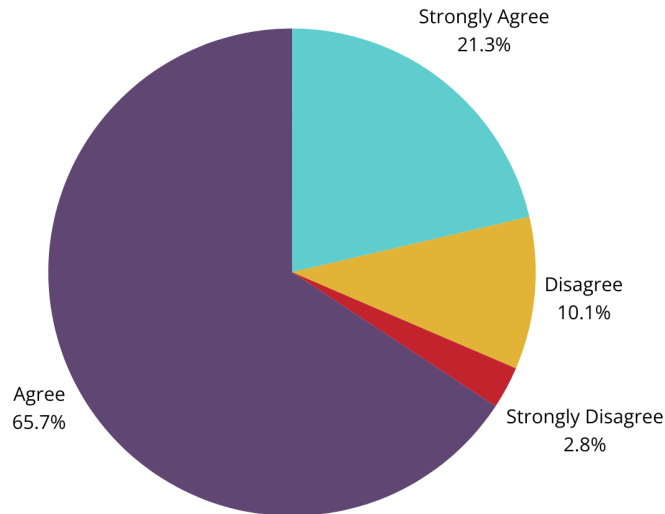
It's not that I don't think he stops them from being bullied, I've just never seen it before. I've also been called a racial slur on the stairs once.

people still bully

Still unsure

there hasn't been one time I've seen a police stop kids getting bullied.

The main job of our school resource officer is to enforce the law.



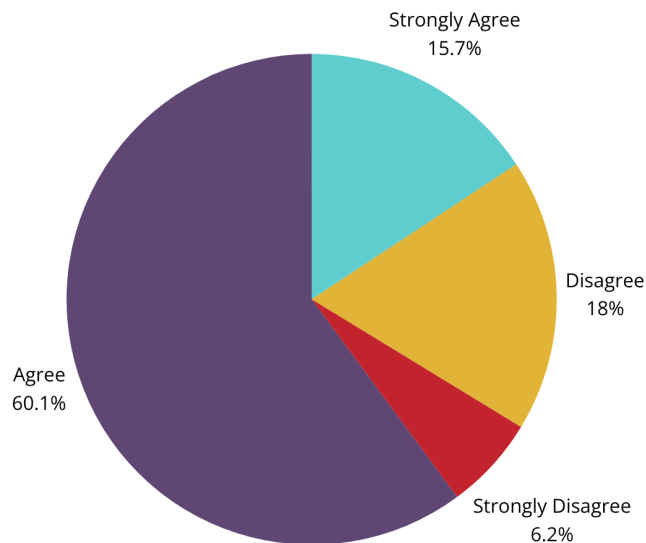
Comments

Duhhh.. He a police officer >.<

hes mainly there to make sure we aren't doing anything bad to each other

idk

The main job of our school resource officer is to teach about safety and law enforcement.



Comments

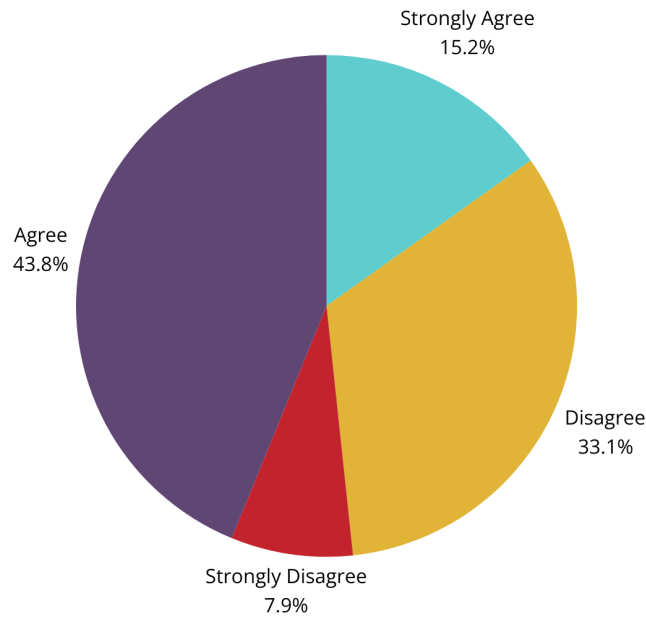
I think that that should be one of their main jobs but examples of that happening are rare if I've even seen any. we are told what to and not to do and that is the extent of which I have seen the students be taught in that subject.

i'd put idk

They are her to keep us safe not to tech us.

Uhh.. Yeah if its job idk tbh but yeah sure

The main job of our school resource officer is to build relationships with students.



Comments

eh idk

he only talks to certain people. I don't mind.

I don't think it's bad if he does make connections with student, I'm just not sure that's his main job.

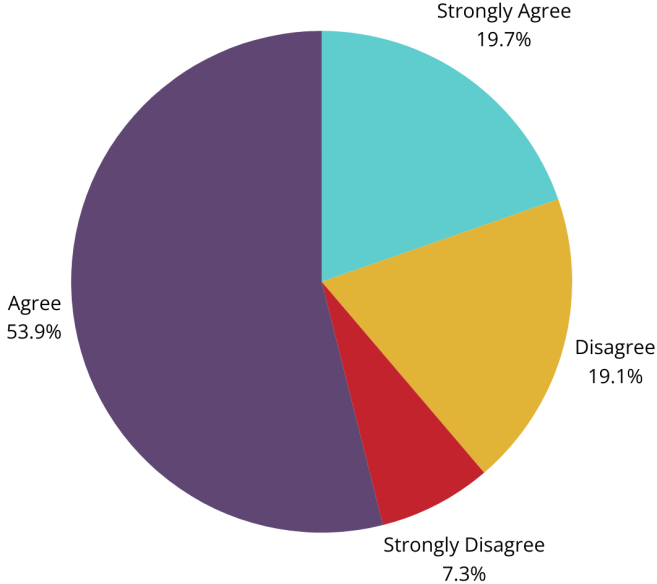
I guess

no its to protect the school

other than very few outliers, I don't know anyone personally that has a relationship with the officers unless you mean saying hi when the cop addresses them.

Prolly idk :3

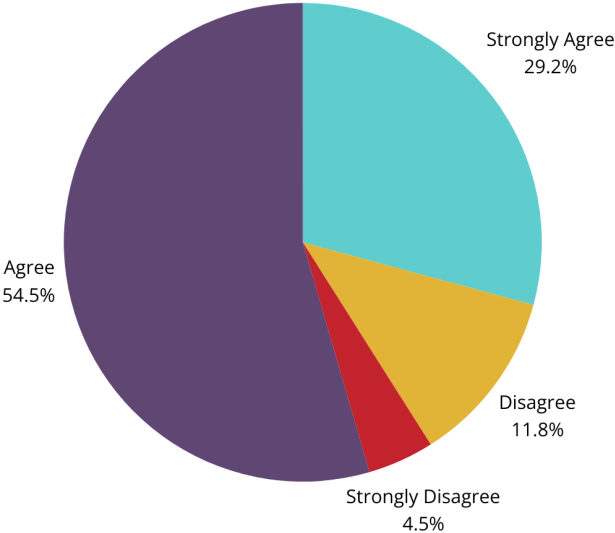
I often see our school resources officer in public areas and/or events at our school.



Comments

cuz hes always in the lunch room, or hallway
I don't ever recall ever seeing Officer Chaney at events at school.
i dont go to them so idk
I have not seen our officer in public
I usually see him in the morning on the second floor, but I don't really see him anywhere else.
Usually in the lobby in the morning/after school, never really seen him at events though

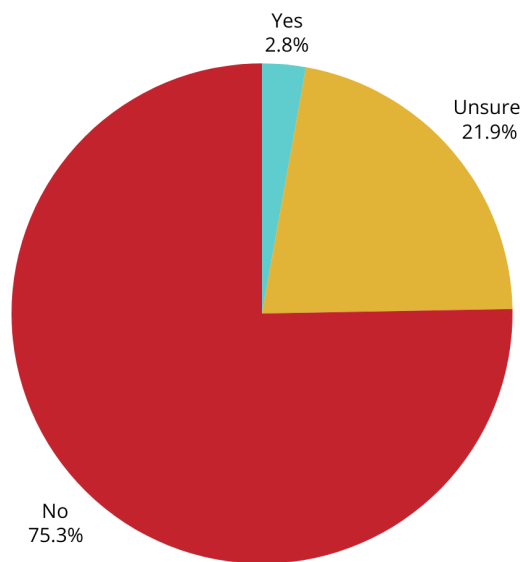
I feel our school resource officer deters school shootings from occurring in our building.



Comments

I haven't experienced a school shooting and don't think I've seen anyone with a gun.
I'm not confident about this because I'm not sure whether or not the person causing the shootings would know we have an officer.
Maybe?
never had one
Yeah huh Guh huh
yes and plus you cant even open the doors unless they are unlocked

Have you ever received a citation from a school resources officer?



How did it affect you?
nothing

Did you feel supported by the administration or the school resources officer after receiving the citation?
yes

Did you also receive school discipline, such as suspension? If so, what was it?
nothing

What are your overall feelings about receiving an citation and the process? (courts, diversion, probation, dismissal, etc.)
No

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

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

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

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

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

ARTICLE I

SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

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

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

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

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

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

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

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

RESPONSIBILITY OF SCHOOL DISTRICT

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

services:

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

ARTICLE IV

RESPONSIBILITY OF CITY

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

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

ARTICLE V
JOINT RESPONSIBILITIES

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

ARTICLE VI
INDEMNITY AND HOLD HARMLESS

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

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

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

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

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

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

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

ARTICLE VII GENERAL PROVISIONS

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

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

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

7.2 Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

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

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

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

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

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

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

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

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

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO.
709

By: _____
Mayor

By _____
Chairman

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

507.5 SCHOOL RESOURCE OFFICERS

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)

First Reading: 06.18.24

Focus Area		Objective Not Met	Objective Met at Below Level	Objective Met at Average Level	Objective Met at Superior Level
Building Relationships					
	Met with Student Groups who Requested	Met with less than 70%	Met with 70%- 89%	Met with 90-100%	Met with above 100%
	Introduced themselves to students and staff during various meetings (joined staff meetings or assemblies)	Introduced/Joined less than 3 times	Introduced/Joined 3-4 times-	Introduced/Joined 5-6 times	Introduced/Joined 7 or more times
	Attended site based community outreach activities (i.e. open house, jumpstart, first football game of the season, etc.)	Attended less than 3	Attended 3-4	Attended 5-6	Attended 7 or more
	Increased visibility in before and after school and during lunch	Less than 70% of student surveyed agrees /strongly agrees	70-89% of student surveyed agrees /strongly agrees	90-99% of student surveyed agrees /strongly agrees	100% of student surveyed agrees /strongly agrees
Assessment of SRO Program					
	Participated in monthly/quarterly data review at each site and by levels to go through citations being issued	Participated in 0-1	Participated in 2	Participated in 3	Participated in more than 3
	Each site principal participated in the personnel evaluations of	0-1 principal participated	2 principals participated	3 principals participated	Each site principal participated

	SRO's				
	Student Survey (May 30-June 9)				
	Family Survey (May 30-June 9)				
Professional Development					
	Received training on working in schools and with students	0- 2 SROs trained	3 SROs trained	4 SROs trained	All 4 SRO trained and received related additional training
	Received training on anti bias policing, implicit bias, restorative practice, and cultural competency	0- 2 SROs trained	3 SROs trained	4 SROs trained	All 4 SRO trained and received additional related training
	Participated in the same training as teachers/staff (i.e. behavior interventions, trauma informed, implicit bias, and cultural competency etc.)	1 SRO participated	2 SROs participated	3 SROs participated	All 4 SROs participated
Communication and Transparency					
	Provided citation and complaint data in timely fashion	Updated three months late	Updated two months late	Updated a month late	Updated every month
	Provided relevant personal and personnel information for the SRO website	Updated two or more months late	Updated within a month of when change is made	Updated within a week of when change is made	Updated before change is made

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: Strategic Plan Progress Monitoring Calendar Update

Presenter(s): Superintendent Magas

Attachment (yes): Yes

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

Review of strategic plan action items to be presented at the COW meetings throughout the year.

This Requires School Board Approval Yes No

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: 2024-2025 Planning Highlights

Presenter(s): Senior Leaders

Attachment (yes):

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

Senior Leaders will be sharing highlights of the upcoming school year of the departments they oversee.

This Requires School Board Approval Yes No

COW Agenda Cover Sheet

Meeting Date: August 15, 2024

Topic: Business Services Update for 2024-2025 School Year

Presenter(s): Simone Zunich

Attachment (yes): Yes

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

Presentation of current and upcoming projects for 2024-2025 school year related to Business Services.

This Requires School Board Approval Yes No

Finance Department

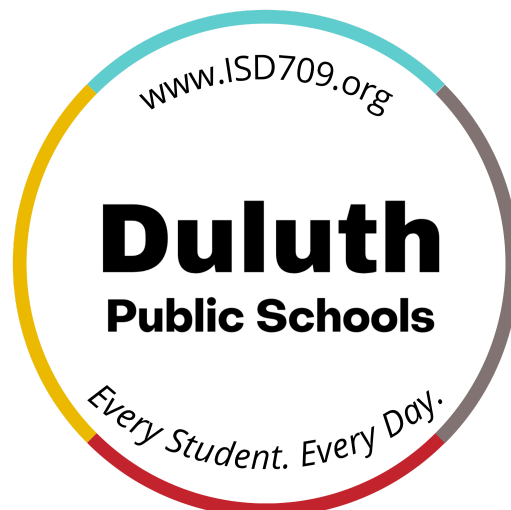
- Beginning FY24 Audit process
 - Wipfli on site at District Service Center Aug 7-9

Transportation Department

- Transportation Systems Upgrade
 - Complete rollover of new transportation software
 - Align routes to maximize efficiency
 - Improve communication systems
 - Software system communicates with Infinite Campus in a nightly import

Child Nutrition Department

- Child Nutrition Systems Upgrade
 - Complete rollover of new food service software
 - New POS (Point of Sale) terminals being installed at sites
 - Software upgrade communicates with Infinite Campus



Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, August 15, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 420 Students and Employees with Sexually Transmitted Infections and Diseases and Certain Other Communicable Diseases and Infectious Conditions (to replace 4055, 4065, 5130)	2
B. 403 Discipline, Suspension, and Dismissal of School District Employees	12
3. POLICIES FOR SECOND READING	
A. 507.5 School Resource Officers (Deletion of 1155 Police Department Relationship & 2035 Police-School Liaison Officers)	15
4. POLICIES FOR REVIEW	
A. 401 Equal Employment Opportunity	22
B. 802 Disposition of Obsolete Equipment and Material	26
C. 708 Transportation of Non-Public Schools Students	29
D. 615 Testing Accommodations, Modifications, and Exemptions for IEPS, Section 504 Plans, and LEP Students	32
E. 604 Instructional Curriculum	36
F. 521 Student Disability Nondiscrimination	41
5. REGULATIONS - Informational	
A. 524.1R Artificial Intelligence (AI) Tool Use for Staff	43
6. OTHER	
A. MSBA Policies that were adopted/updated/reviewed between 07.01.23-06.30.24	45

Adopted: _____

MSBA/MASA Model Policy 420

Orig. 1995

Revised: _____

Rev. 2022

420 STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minnesota Statutes section 121A.23 provides that school districts must have a program that incorporates the provisions contained in this policy.]

I. PURPOSE

Public concern that students and staff of the school district be able to attend the schools of the district without becoming infected with serious communicable or infectious diseases, including, but not limited to, Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), Hepatitis B, and Tuberculosis, requires that the school board adopt measures effectively responding to health concerns while respecting the rights of all students, employees, and contractors, including those who are so infected. The purpose of this policy is to adopt such measures.

II. GENERAL STATEMENT OF POLICY

A. Students

The policy of the school board is that students with communicable diseases not be excluded from attending school in their usual daily attendance setting so long as their health permits and their attendance does not create a significant risk of the transmission of illness to students or employees of the school district. A procedure for minimizing interruptions to learning resulting from communicable diseases will be established by the school district in its IEP and Section 504 team process, if applicable, and in consultation with community health and private health care providers. Procedures for the inclusion of students with communicable diseases will include any applicable educational team planning processes, including the review of the educational implications for the student and others with whom the student comes into contact.

B. Employees

The policy of the school board is that employees with communicable diseases not be excluded from attending to their customary employment so long as they are physically, mentally, and emotionally able to safely perform tasks assigned to them and so long as their employment does not create a significant risk of the transmission of illness to students, employees, or others in the school district. If a reasonable accommodation will eliminate the significant risk of transmission, such accommodation will be undertaken unless it poses an undue hardship to the school district.

C. Circumstances and Conditions

1. Determinations of whether a contagious individual's school attendance or job performance creates a significant risk of the transmission of the illness to students or employees of the school district will be made on a case by case basis. Such decisions will be based upon the nature of the risk (how it is transmitted), the duration of the risk (how long the carrier is infectious), the severity of the risk (what is the potential harm to third parties), and the probabilities the disease will be transmitted and will cause varying degrees of harm. When a student is disabled, such a determination will be made in consultation with the educational planning team.

2. The school board recognizes that some students and some employees, because of special circumstances and conditions, may pose greater risks for the transmission of infectious conditions than other persons infected with the same illness. Examples include students who display biting behavior, students or employees who are unable to control their bodily fluids, who have oozing skin lesions, or who have severe disorders which result in spontaneous external bleeding. These conditions need to be taken into account and considered in assessing the risk of transmission of the disease and the resulting effect upon the educational program of the student or employment of the employee by consulting with the Commissioner of Health, the physician of the student or employee, and the parent(s)/guardian(s) of the student.

D. Students with Special Circumstances and Conditions

The school licensed nurse, along with the infected individual's physician, the infected individual or parent(s)/guardian(s), and others, if appropriate, will weigh risks and benefits to the student and to others, consider the least restrictive appropriate educational placement, and arrange for periodic reevaluation as deemed necessary by the state epidemiologist. The risks to the student shall be determined by the student's physician.

E. Extracurricular Student Participation

Student participation in nonacademic, extracurricular, and non-educational programs of the school district are subject to a requirement of equal access and comparable services.

F. Precautions

The school district will develop routine procedures for infection control at school and for educating employees about these procedures. The procedures shall be developed through cooperation with health professionals taking into consideration any guidelines of the Minnesota Department of Education and the Minnesota Department of Health. (These precautionary procedures shall be consistent with the school district's procedures regarding blood-borne pathogens developed pursuant to the school district's employee right to know policy.)

G. Information Sharing

1. Employee and student health information shall be shared within the school district only with those whose jobs require such information and with those who have a legitimate educational interest (including health and safety) in such information and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements.
2. Employee and student health data shall be shared outside the school district only in accordance with state and federal law and with the school district's policies on employee and student records and data.

H. Reporting

If a medical condition of student or staff threatens public health, it must be reported to the Minnesota Commissioner of Health.

I. Prevention

The school district shall, with the assistance of the Commissioners of Health and Education, implement a program to prevent and reduce the risk of sexually

transmitted diseases in accordance with Minnesota Statutes section 121A.23 that includes:

1. planning materials, guidelines, and other technically accurate and updated information;
2. a comprehensive, developmentally appropriate, technically accurate, and updated curriculum that includes helping students to abstain from sexual activity until marriage;
3. cooperation and coordination among school districts and Service Cooperatives;
4. a targeting of adolescents, especially those who may be at high risk of contracting sexually transmitted diseases and infections, for prevention efforts;
5. involvement of parents and other community members;
6. in-service training for district staff and school board members;
7. collaboration with state agencies and organizations having a sexually transmitted infection and disease prevention or sexually transmitted infection and disease risk reduction program;
8. collaboration with local community health services, agencies and organizations having a sexually transmitted infection and disease risk reduction program; and
9. participation by state and local student organizations.
10. The program must be consistent with the health and wellness curriculum.
11. The school district may accept funds for sexually transmitted infection and disease prevention programs developed and implemented under this section from public and private sources, including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

J. Vaccination and Screening

The school district will develop procedures regarding the administration of Hepatitis B vaccinations and Tuberculosis screenings in keeping with current state and federal law. The procedures shall provide that the Hepatitis B vaccination series be offered to all who have occupational exposure at no cost to the employee.

Legal References: Minn. Stat. § 121A.23 (Programs to Prevent and Reduce the Risks of Sexually Transmitted Infections and Diseases)
Minn. Stat. § 144.441 (Tuberculosis Screening in Schools)
Minn. Stat. § 144.442 (Testing in School Clinics)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)
29 C.F.R. 1910.1030 (Bloodborne Pathogens)
Kohl by Kohl v. Woodhaven Learning Center, 865 F.2d 930 (8th Cir.), *cert. denied*, 493 U.S. 892 (1989)
School Board of Nassau County, Fla. v. Arline, 480 U.S. 273 (1987)
16 EHLR 712, OCR Staff Memo, April 5, 1990

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to
Hazardous Substances)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

~~4055 COMMUNICABLE DISEASE~~

~~Regarding reportable communicable disease, the School District shall follow Chapter 4605 of the Minnesota Rules of the Minnesota Department of Health effective June 3, 1985. This policy applies generally to cases, suspected cases, and deaths from communicable diseases and syndromes, as well as reporting of disease and disease control. This policy is exclusive of HIV Infection (Refer to Policy 4065, HIV Infection).~~

~~Guidelines for determining employees' inclusion or exclusion from work shall follow current recommendations from the St. Louis County Health Department, the Minnesota Department of Health, the Minnesota Department of Education, and the U. S. Public Health Center for Disease Control.~~

~~References: MN State Rules Chap 4735.0100-4735.0300
MS 144.05, 144.0742, 144.12 and 144.45
MS 13.38~~

~~Adopted: 09-12-1988 ISD 709~~

~~Revised: 07-17-1990~~

~~06-20-1995 ISD 709~~

4065 HIV INFECTION

The School Board recognizes that the epidemic of AIDS has the potential to interfere with the educational process, both for those infected with HIV and for those who lack knowledge that there is no evidence that the virus is transmitted in casual contact settings such as schools. Furthermore, education is the primary vehicle for prevention of this disease. Therefore, the role of the educational system is to respect the rights of individuals with HIV infection to education, to privacy, and to be free from discrimination; to respect the rights of others in the system to be educated and to work in a safe environment; and to educate administrators, staff, and students about preventing and reducing the risk of HIV transmission.

1. Fiscal Management

The School District may accept funds for the development and implementation of AIDS prevention and risk reduction programs from public and private sources including public health funds and foundations, department professional development funds, federal block grants, or other federal or state grants.

2. Student Services

a. Access. Student services will be readily available so that staff and students can receive specific information regarding HIV infection, counseling, and assistance in locating and using health services and social services.

b. Handicap/Disability. Each student with HIV infection is considered handicapped according to Section 504 of the federal Vocational Rehabilitation Act. The need for the development of an Individual Education Plan (IEP) shall be determined according to policies governing eligibility for special education services. If an Individual Health Plan (IHP) is developed which relates to educational objectives of the IEP, the IHP is to be included in the IEP.

3. Facility Development/System-Wide Issues

a. Discrimination/Harassment. Discrimination, hostility or intimidation or offensive behavior is not permitted against any staff member or student with HIV infection.

b. Data Privacy/Confidentiality. The district protects the privacy rights of staff and learners of all ages. Therefore, knowledge that a specific staff or student is HIV infected will be shared only with permission of the adult or, for a minor child, the parent or guardian.

c. Local District Support Team. The School District shall establish a Local District Support Team comprised of qualified persons identified by the Superintendent to assist in preparing the School District's response when learning that a student or staff member is infected with HIV. Members may include, in addition to the Superintendent, the Chairperson of the School Board, School District attorney, a building principal, classroom teacher, and the licensed school nurse. The Community Health Services HIV

~~Resource person and a member of the local HIV Task Force may also be members.~~

~~d. Screening/Testing for the Presence of HIV. Mandatory screening for HIV (such as the HIV antibody test) as a condition of employment or enrollment is not warranted.~~

~~e. Safety Precautions. Universal precautions for handling all blood and body fluids according to Centers for Disease Control (CDC) guidelines will be implemented.~~

4. Personnel

~~a. Employment of Personnel with HIV Infection.~~

~~Employees who are HIV infected will continue their employment and regular assignments. If their health status interferes with performance of essential job functions, then employees have the right to reasonable accommodation. Current CDC Recommendations for Preventing Transmission of HIV in the Workplace are to be followed.~~

~~b. Information about HIV Aids, Other Chronic Infectious Diseases and Communicable Diseases for School Personnel~~

~~(1) In-service training will be provided to all personnel, drawing on School District and community public health resources. Information will include School District policies, etiology of diseases, transmission of diseases, universal precautions, prevention, risk reduction, and community resources for information and referral. Periodic updates will be provided through in-service or memoranda.~~

~~(2) In accordance with federal and state data privacy requirements, educators will be notified about students with chronic infectious diseases only as it is necessary to provide an appropriate education for students.~~

5. Curriculum and Instruction

~~a. Sexual Health and Responsibility~~

~~(1) Early Childhood and Elementary: Students in early childhood, primary, and intermediate grades will receive instruction in sexual health and responsibility, including age appropriate information about anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; and information about sexually transmitted diseases, including HIV infection, in answer to questions and concerns.~~

~~(2) High School, Middle School, and Adult Learners: Middle school, senior high, and adult learners will receive instruction in sexual health and responsibility, including information on anatomy and physiology; rights and responsibilities of individuals to make personal choices in behavior and relationships; respect for the choices of individuals; and specific information about sexually transmitted diseases, including~~

~~AIDS, and including prevention, risk reduction, and access to community resources. Programs will be planned and implemented in coordination with community resources.~~

~~b. Chemical Health and Responsibility. Learners of all ages will have specific instruction about the risks of chronic infectious diseases such as HIV infection and Hepatitis B incorporated into the chemical health and responsibility curriculum. Also, the effects of chemical use on decisions and behavior related to the risk of HIV transmission will be addressed.~~

~~c. Equity Education. Learners of all ages will review concepts of the rights of individuals, including data privacy rights, tolerance of differences in lifestyle, and how fear and lack of information can lead to prejudice or other forms of minimizing the rights of individuals. AIDS and other chronic infectious diseases will be included.~~

6. Students

a. Student Health and Welfare

~~(1) Communicable or Chronic Infectious Disease. A procedure for minimizing interruptions to learning from communicable or chronic infectious diseases will be established by the school nurse in consultation with school administrators, and community public and private health care providers.~~

~~(2) Enrollment and Attendance of Students with HIV Infection. Any student who is HIV infected will continue his/her education in the regular classroom setting unless health status interferes with performance. Determinations for special precautions and needs will be made on a case-by-case basis in consultation with the person's physician, community health agency, and/or the Minnesota Department of Health. The most current MDH Guidelines for School Placement for Children and Adolescents with HIV Infections are adopted.~~

~~(3) Early Childhood Education and Day Care Settings for Young Children Infected with HIV. In accordance with the Minnesota Department of Health Guidelines for Children in Day Care Settings, children who are known to have HIV infection and do not pose a potential increased risk of transmission shall be allowed to attend day care and early childhood programs in an unrestricted manner. HIV infected children who pose a potential increased risk of exposing others to blood should be evaluated for attendance on a case-by-case basis by public health authorities and clinicians involved in the child's care. In addition, assessment of the risk to the immune-suppressed child of developing severe complications or infections should be assessed by the child's physician. Determinations for special precautions and needs will be made on a case-by-case basis and reviewed periodically as the child's development and self-care skills change. Due to the frequent and easy transmission of all germs in the day care setting, environmental precautions for handling body fluids will be carefully implemented.~~

~~(4) Students with Special Health Problems. Procedures to minimize the interference of acute and chronic health problems with learning will be established. These procedures will address identification of health problems and the impact on learning and growing, development and implementation of an individualized health plan, and communication with the primary health care provider.~~

~~7. **School Community Relations**~~

~~a. A School Health/Human Services Advisory Committee. A committee or task force will be established to review the district AIDS-related curricula and policies on a regular basis. Sexual and chemical health curricula will be reviewed to ensure appropriate content, support effective instruction strategies, and offer community expertise to teachers and school nurses.~~

~~b. Community Network. Staff will collaborate with public and private organizations involved in AIDS prevention to facilitate effective program development and ensure access to needed health and social services.~~

~~8. **Relationship to Other Education Agencies**~~

~~Cooperation and coordination between other school districts and ECSUs will be encouraged when designing and implementing an AIDS prevention and risk reduction program.~~

Adopted: ~~07-17-1990~~ ISD 709

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

~~5130 COMMUNICABLE DISEASES AND HANDLING BODY FLUIDS~~

~~The School District policy regarding reportable communicable disease shall follow Minnesota State Statute 4605.700 through 4735.030, effective June 3, 1985. Non-reportable diseases will follow the Minnesota Department of Public Health recommendations (MCAR 1.322—Minnesota School Health Guide). This policy applies, generally, to cases, suspected cases, and deaths from communicable diseases and syndromes, as well as reporting of disease and disease control. This policy is exclusive of HIV Infection (see Policy 4065).~~

~~Procedures for inclusion or exclusion from school of students with communicable disease will consider the educational implications for the student and others. Current recommendations from the St. Louis County Health Department, the Minnesota Department of Health, the Minnesota Department of Education, and the U. S. Public Health Centers for Disease Control shall be used as guidelines.~~

~~Each school shall have readily available in the office the School District's Chart of Information on Communicable Diseases. This chart includes (1) the disease name, (2) symptoms, (3) time from exposure to illness, (4) school action and comments on communicability, and (5) source of infection and how it spreads.~~

~~Each school shall also have readily available the School District's Guidelines for Handling Body Fluids in School. These guidelines are intended to provide simple and effective precautions against transmission of disease for all persons potentially exposed to the blood or body fluids of any student.~~

~~A copy of the above mentioned charts and guidelines are available to any interested person simply by contacting the principal or administrator of any school in the School District.~~

~~Adopted: 06-10-1986 ISD-709
Revised: 07-17-1990
06-20-1995 ISD-709~~



Adopted: _____

MSBA/MASA Model Policy 403

Orig. 1995

Revised: _____

Rev. 2022

403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state, and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;

2. failure to observe rules, regulations, policies and standards of the school district and/or directives and orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

- A. The forms of discipline that may be imposed by the school district include, but are not limited to:
 1. oral warning;
 2. written warning or reprimand;
 3. probation;
 4. disciplinary suspension, demotion or leave of absence with pay;
 5. disciplinary suspension, demotion or leave of absence without pay; and
 6. dismissal/termination or discharge from employment.
- B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

- A. When any form of discipline is imposed, the employee’s supervisor will:
 - 1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning was given to the employee specifying the date, time, and nature of the oral warning.
 - 2. Provide directives to the employee to correct the conduct or performance.
 - 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee’s personnel file.
 - 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
 - 5. Specify the expected level of performance or modification of conduct to be required from the employee.

- B. The school district retains the right to immediately discipline, terminate, or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements when applicable.

Legal References: Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 122A.41 (Teacher Tenure Act; Cities of the First Class)
Minn. Stat. § 122A.44 (Contracting with Teachers; Substitute Teachers)
Minn. Stat. § 122A.58 (Coaches; Termination of Duties)
Minn. Stat. § 123B.02, Subd. 14 (General Powers of Independent School Districts)
Minn. Stat. § 123B.143 (Superintendent)
Minn. Stat. § 123B.147 (Principals)
Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

Cross References: None

507.5 SCHOOL RESOURCE OFFICERS

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)

First Reading: 06.18.24

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.]

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 - 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.

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- 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, subs. 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~~

401 EQUAL EMPLOYMENT OPPORTUNITY

I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment and promotional opportunities for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, including gender identity or expression, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for employee with a disability.

The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. [Refer to District Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the ~~Senior Human Resource Manager in Human Resources~~ **Executive Director of Human Resources and Operations**, the Title IX Coordinator or the Section 504 Coordinator.

Title IX Coordinator:
~~Jeffrey Horton~~ **Anthony Bonds**, Assistant Superintendent
ISD 709, ~~HOCHS Room 203~~
~~215 N 1st Ave E District Services Center~~
~~709 Portia Johnson Dr.~~
Duluth, MN ~~55802~~ 55811
218-336-8739
~~jeffrey.horton@isd709.org~~ anthony.bonds@isd709.org

Section 504 Coordinator:

~~Jeffrey Horton~~ Anthony Bonds, Assistant Superintendent

ISD 709, ~~HOCHS Room 203~~

~~215 N 1st Ave E District Services Center~~

709 Portia Johnson Dr.

Duluth, MN ~~55802~~ 55811

218-336-8739

~~jeffrey.horton@isd709.org~~ anthony.bonds@isd709.org

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

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

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran's Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010
First Reading: 10-16-2018
Second Reading: 11-20-2018
Adopted: 11-20-2018
First Reading: 07-16-2019
Second Reading: 08-20-2019
Reviewed:

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The School District, in accordance with all applicable federal, state, and local anti-discrimination laws, including Chapter 363A of Minnesota Statutes, will use approved traditional and non-traditional methods to recruit, employ, train, assign, transfer, retain, and to promote equity in employment of women, people of color and other legally protected characteristics.

- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. Every school district employee shall be responsible for following this policy.
- E. Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.
- F. Any person having a question regarding this policy should discuss it with the Senior Human Resource Manager in Human Resources, **the Title IX Coordinator or the Section 504 Coordinator**.

*Title IX Coordinator:
Jeffrey Horton, Assistant Superintendent
ISD 709, HOCHS Room 203
215 N 1st Ave E
Duluth, MN 55802
218-336-8739
jeffrey.horton@isd709.org*

Section 504 Coordinator:

Jeffrey Horton, Assistant Superintendent
ISD 709, HOCHS Room 203
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Duluth, MN 55802
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500 W. Madison Street – Suite 1475
Chicago, IL 60661
Tel: 312-730-1560
TDD: 312-730-1609

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

Legal References: Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)
29 U.S.C. § 2615 (Family and Medical Leave Act)
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)
MSBA/MASA Model Policy 405 (Veteran’s Preference)
MSBA/MASA Model Policy 413 (Harassment and Violence)

Replacing: Policy 4010
First Reading: 10-16-2018
Second Reading: 11-20-2018
Adopted: 11-20-2018
First Reading: 07-16-2019
Second Reading: 08-20-2019

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.
4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.

5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one

week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 471.85 (Property Transfer; Public Corporations)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

First Reading: ~~April 26, 2022~~ 04.26.22
Second Reading: ~~May 17, 2022~~ 05.03.22
Adopted: 05.17.22
Reviewed:

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. ELIGIBILITY

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes, sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school ~~shall~~ **must** pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with school district student bus conduct and student bus discipline policies.
- F. The school board and a nonpublic school may mutually agree to a written plan for the board to provide nonpublic pupil transportation to nonpublic school students. The school district must report the number of nonpublic school students transported and the nonpublic pupil transportation expenditures incurred in the form and manner specified by the Minnesota Commissioner of Education.
- G. If the school board provides pupil transportation through the school's employees, the school board may transport nonpublic school students according to the plan and retain the nonpublic pupil transportation aid attributable to that plan. A nonpublic school may make a payment to the school district to cover additional transportation services agreed to in the written plan for nonpublic pupil transportation services not required under Minnesota Statutes, sections 123B.84 to 123B.87.

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

IV. STUDENTS WITH DISABILITIES

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

V. APPLICATION OF GENERAL POLICY

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

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

Cross References: MSBA/MASA Model Policy 707 (Transportation of Public School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

First Reading: 06-21-2016
Adopted: 07-19-2016
Revised: 11-21-2023
Revised:

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPs, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § Section 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.
2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.
3. Eligibility Requirements
 - a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:
 - (1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;
 - (2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;
 - (3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a significant impact on his or her ability to function in multiple environments, including home, school, and community;
 - (4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;
 - (5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

- b. MTAS participation decisions must not be made on the following factors:
 - (1) Student’s disability category;
 - (2) Placement;
 - (3) Participation in a separate, specialized curriculum;
 - (4) An expectation that the student will receive a low score on the MCA;
 - (5) Language, social, cultural, or economic differences;
 - (6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

- 1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.
- 2. Eligibility Requirements
 - a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.
 - b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.
 - c. For students in grades that the MTAS is not administered:
 - (1) the student must have cognitive functioning significantly below age level;
 - (2) the student’s disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and
 - (3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.
 - d. The IEP team must consider the student’s ability to access the ACCESS, with or without accommodations.
 - e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.
- 3. Alternate ACCESS participation decisions must not be made on the following factors:

- a. Student’s disability category;
- b. Participation in a separate, specialized curriculum;
- c. Current level of English language proficiency;
- d. The expectation that the student will receive a low score on the ACCESS for ELs;
- e. Language, social, cultural, or economic differences;
- f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current “Procedures Manual for the Minnesota Assessments” which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com/policies-and-procedures.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current “Procedures Manual for the Minnesota Assessments” and ~~2020-21~~ Guidelines for Administration of Accommodations and Linguistic Supports <http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm-2020-21.pdf>

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References: Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement Goals; Striving for Comprehensive Achievement and Civic Readiness ~~the World’s Best Workforce~~)
 Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
 Minn. Stat. § 125A.08 (Individualized Education Programs)
 Minn. Rules Parts 3501.06~~6040-3501.0655~~ (Academic Standards for Language Arts)
 Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
 Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)
 Minn. Rules Parts 3501.0900-3501.09~~6055~~(Academic Standards in Science)

Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS),
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf>
Alternate ACCESS for ELLs Participation Guidelines,
<https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf>

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

First Reading: 05.17.22 ~~May 3, 2022~~
Second Reading: 06.07.22 ~~June 21, 2022~~
Adopted: 06.21.22
Reviewed:

604 INSTRUCTIONAL CURRICULUM

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. REQUIRED ACADEMIC STANDARDS

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

[NOTE: Line 6. regarding locally developed health academic standard continues to be in effect. The 2024 Minnesota legislature enacted a change in health standards from local to state determination, as noted in Model Policy 613. It will likely take eighteen months or more for a state health standard to be finalized. Until that time, school districts should maintain their locally developed health academic standards. MSBA will alert school districts to update line 6. when the state standards are finalized.]

IV. PARENTAL CURRICULUM REVIEW

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

V. CPR AND AED INSTRUCTION

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

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

VI. COLLEGE AND CAREER PLANNING

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

courses and applied and experiential learning opportunities into strong academic content;

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

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. § 120B.20 (Parental Curriculum Review)
- Minn. Stat. § 120B.021 (Required Academic Standards)
- Minn. Stat. § 120B.022 (Elective Standards)
- Minn. Stat. § 120B.023 (Benchmarks)
- Minn. Stat. § 120B.101 (Curriculum)
- Minn. Stat. § 120B.125 (Planning for Students' Successful Transition to

Postsecondary Education and Employment; Personal Learning Plans)

~~Minn. Stat. § 120B.20 (Parental Curriculum Review)~~

~~Minn. Stat. § 120B.021 (Required Academic Standards)~~

~~Minn. Stat. § 120B.022 (Elective Standards)~~

~~Minn. Stat. § 120B.023 (Benchmarks Implement, Supplement Statewide Academic Standards)~~

Minn. Stat. § 120B.234 (Child Sexual Abuse Prevention Education)

Minn. Stat. § 120B.236 (Cardiopulmonary Resuscitation and Automatic External Defibrillator Instruction)

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

Replacing: Policies 6041, 6125, & 6130
First Reading: 02.29.2024
Second Reading: 03.19.2024
Adopted: 03.19.2024
Reviewed:

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 2. has a record of such an impairment; ~~or~~
 3. is regarded as having such an impairment; ~~or~~
 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
- [NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363! .03, subdivision 12]
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination

Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: **Minn Stat. § 363A.03, Subd.12 (Definitions)**

42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)

29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)

34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016

Revised: 09-17-2019

10-20-2020

First Reading: 02-28-2023

Second Reading: 03-21-2023

Adopted: 03-21-2023

Revised:

524.1R ARTIFICIAL INTELLIGENCE (AI) TOOL USE FOR STAFF

INTRODUCTION

Artificial intelligence (AI) presents significant opportunities to enhance K-12 education by providing innovative tools for educators. To ensure the ethical, secure, and effective use of AI within Duluth Public Schools, this regulation outlines guidelines for district staff.

APPROVED AI TOOLS

Google Gemini is the sole AI tool currently authorized for educational use within Duluth Public Schools. This tool has undergone rigorous evaluation to confirm its alignment with district standards for educational value, privacy compliance, and security.

ETHICAL USE OF AI

AI tools must be employed exclusively for district purpose and in strict adherence to district objectives.

- **Human Judgment:** Human oversight is indispensable in all AI-driven processes. AI cannot supplant professional judgment in decision-making.
- **Original Work:** AI-generated content should not replace original staff work. Any use of AI in creating educational materials or research must be explicitly disclosed.
- **Bias Mitigation:** Staff must be cognizant of potential biases inherent in AI tools and exercise critical judgment when interpreting AI-generated information or content.
- **Intellectual Property:** Staff are obligated to respect copyright laws and intellectual property rights when utilizing AI tools.
- **Student Privacy:** Stringent safeguards must be implemented to protect student privacy when employing AI tools..

DATA SECURITY

All staff members must adhere to state, federal, and district regulations governing data privacy and security.

- **Data Protection:** The sharing of student and staff personal data with AI tools is strictly prohibited.
- **Identifiable Information:** Disclosure of any identifiable information, including individuals, locations, or sites, to AI tools is forbidden.

STAFF TRAINING AND SUPPORT

The district will provide training to equip staff with the knowledge and skills necessary for the ethical and responsible use of AI tools. This training must be taken prior to AI tool access.

- **Guidance:** Staff members are encouraged to seek guidance from the Digital Innovation Specialist regarding AI-related questions or concerns.

CONSEQUENCES OF NON-COMPLIANCE

Misuse of AI tools, including breaches of data privacy or ethical guidelines, may result in the revocation of AI tool access.

REGULATION REVIEW AND UPDATES

This regulation will undergo periodic review to incorporate advancements in AI technology and emerging best practices.

By adhering to this regulation, Duluth Public Schools aims to harness the potential of AI while safeguarding student and staff privacy, maintaining ethical standards, and optimizing the learning experience.

NOTE

This regulation was drafted with the support of Google Gemini, a large language model, which provided information and suggestions based on a comprehensive analysis of relevant legal and educational frameworks. The final document represents the collaborative efforts of the Educational Technology and Innovation Coordinator, the Technology Team and AI technology.

MSBA Policies that were adopted/updated/reviewed between July 1, 2023 - June 30, 2024

100 Series

102 Equal Educational Opportunity

103 Complaints - Students, Employees, Parents, Other Persons

200 Series

201 Legal Status of the School Board

202 School Board Officers

203 Operation of the School Board - Governing Rules

203.1 School Board Procedures; Rules of Order

203.2 Order of the Regular School Board Meeting

203.5 School Board Meeting Agenda

203.6 Consent Agendas

204 School Board Meeting Minutes

205 Open Meetings and Closed Meetings

206 Public Participation in School Board Meetings/Complaints About Persons at School Board Meetings and Data Privacy Considerations

207 Public Hearings

209 Code of Ethics

210 Conflict of Interest

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

212 School Board Member Development and Travel Expense

213 School Board Committees

214 Out of State Travel by School Board Members

400 Series

418 Drug-Free Workplace/Drug-Free School

419 Tobacco-Free Environment

428 Probationary Teacher Evaluation

500 Series

- 503 Student Attendance
- 504 Student Dress and Appearance
- 505 Distribution of NonSchool-Sponsored Materials on school Premises by Students and Employees
- 506 Student Discipline
- 507 Corporal Punishment
- 507 Corporal Punishment and Prone Restraint
- 513 Student Promotion, Retention, and Program Design
- 509 Enrollment of Nonresident Students
- 516 Student Medication
- 516.5 Overdose Medication
- 534 School Meals Policy
- 539 Counseling Regarding pre-Career and Technical Programs

600 Series

- 602 Organization of School Calendar and School Day
- 604 Instructional Curriculum
- 606 Textbooks and Instructional Materials
- 606.5 Library materials

700 Series

- 709 Transportation of Nonpublic School Students
- 722 Public Data and Data Subject Requests
- 725 Requests for Proposals

800 Series

- 811 Playground Installation and Maintenance

900 Series

- 902 Use of School District Facilities and Equipment
- 904 Distribution of Materials on School District Property by Non-School Persons

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, August 12, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report (Reports will resume October 2024)	
2) Child Nutrition Department Report	4
3) Facilities Department Report	5
4) Presentation on Radon Test Results (2024)	8
5) Technology Department Report	23
6) Transportation Department Report	25
3. <u>Recommended Resolutions</u>	
A. B-8-24-4052 - Acceptance of Donations to Duluth Public Schools	26
4. <u>Consent Agenda</u>	
A. HR Staffing Report	27
B. Job Description - Engineer II	28
C. Job Description - Second Shift Engineer I	38
D. Job Description - Second Shift Engineer II	44
E. Finances	
1) Financial Report	50
F. Bids, RFPs, and Quotes - None	
G. Contracts, Change Orders and Leases	
1) Contract - 2024-2027 Duluth Community School Collaborative	51
2) Contract - Kuder (College & Career Readiness)	62
3) Lease - 2024-2025 Lease for Tech Village (ALC/AEO)	66
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	70
B. No Cost Contracts	139
C. Revenue Contracts	146

**Human Resources Report Summary
August 2024 Activities**

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	17	20
# Retirements	0	2
# Resignations	3	4
# Leave of Absences	1	2

HR Department Updates:

The HR department is finalizing New Hire Orientation and expects to have approximately 85-95 new hires attend on Tuesday, August 20th.

HR Leadership will be providing a 3 hour training to the Duluth Leadership Team the afternoon of August 13th. Topics will include Employee Coaching, Performance Management and Progressive Discipline Process; Employee Investigation Processes, Onboarding and other HR101 topics such as Fair Labor Standards Act, Sick Leave Abuse and Misuse, and Family Medical Leave Act. In addition, the HR Team will be providing Reasonable Suspicion training to the same group later this year.

On August 7, the HR team participated in a job fair at the Duluth CareerForce center and will also be the Business of the Day on August 12th. Staff from HR, as well as leadership from both transportation and maintenance will be onsite at the Duluth CareerForce center to provide immediate application and interviews for positions in their departments. Teachers On Call will also join us at the event to promote substitute paraprofessional hiring.

Charlie Cook, HR Manager attended the MN Public Employer Labor Relations Association Summer Conference August 7-9 with key topics being Leveraging Artificial Intelligence to Enhance HR and Labor Relations Practices, State Family Medical Leave Program, Negotiations, and Labor and Employment Legislative Updates. Theresa Severance, Executive Director of Human Resources attended a Legal Update for School Administrators on August 8 with key topics on New Legislative Laws and Case Law Updates affecting schools and education, Due Process in Employee Investigations, and Issues Created by 2023 Legislative Changes.

Benefits Updates:

The Benefits Department is preparing for the new school year by planning more ways to get benefit information to our employees. This includes a new way for people to enroll in their benefits, additional educational materials, and bringing in more of our experts from our benefit partners to help inform new and existing employees of all of their benefits and options. The Benefits Department will also participate in a New Hire Orientation in August for all of our brand new employees to provide benefit information and answer questions.

Hiring Updates:

Certified: To date we have filled 194 positions, 73 external hires.

Teachers

- District Wide (2)*
- Elementary (2)*
- Middle School (5)*
- High School (1)*
- Special Education (5)*
- Adult Basic Education (1)*

Non-Certified: To date we have filled 77 positions, 25 external hires.

Child Nutrition (3)

Maintenance (10)

- Custodian I (4)*
- Engineer II (2)*
- Master Electrician (1)*
- Second Shift Engineer II (3)*

Playground/Cafeteria Monitor (8)

Technology (1)

Transportation (5)

- School Bus Driver II (4)*
- School Bus Helper (1)*

Paraprofessionals (13)

- Mental Health Practitioner Check and Connect (1)*
- Pre-school Paraprofessional (1)*
- Sp. Ed. Program Paraprofessional (2)*
- Sp. Ed. Building Wide Paraprofessional (5)*
- Supervisory Paraprofessional (1)*
- Sign Language Facilitator (2)*
- Tech Tutor-Construction*

Contract Negotiations:

Negotiations are completed with both the Clerical Unit and the National Conference of Firemen and Oilers (NCFO). We have tentative agreements with both units and are likely to bring those forward to the Board for approvals in August (Clerical) and September (NCFO). The Clerical unit has tentatively agreed to 2- 2 year contracts for 2023-2025 and 2025-2027, and the NCFO with a 3-year contract for 2024-2027. We continue to meet with the District-Wide Instructional Administrators Association with the next meeting scheduled for August 23rd This is the final group to negotiate for the 2023-2025 cycle.

Child Nutrition Report

July 2024

Summer Meals

A glimpse at meal counts at the various meal sights.

Jul-24														
Monthly Report														
Meal counts	Breakfast					TOTAL	Daily Ave	Lunch					TOTAL	Daily Ave
	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024			7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024		
Lincoln Park	3	36	141	170		350	19	37	91	199	194	521	29	
MacArthur	292	414	308	337		1351	75	316	402	335	374	1427	79	
MacArthur Bags- NW							0	150	359	132	132	773	43	
Myers-Wilkins	167	304	73	86		630	35	282	340	214	203	1039	58	
Aicho- Myers	30	50	50			130	7	90	150	150		390	22	
Center City- Myers							0	102	170	56		328	18	
Piedmont	60	102	339	308		809	45	111	219	449	485	1264	70	
Piedmont Bags- NW							0	46	63	48	64	221	12	
Goldberg Boys & Girls (PB)							0	43	50	58	63	214	12	
Lincoln Boys & Girls (PB)							0	72	114	109	137	432	24	
Stowe	30	53	61	52		196	11	143	219	250	229	841	47	
Denfeld	60		94	79		233	13	135	279	311	306	1031	57	
Rockridge	73	100	71	93		337	19	78	115	48	79	320	18	
Average per day							224						489	
TOTALS						4036						8801		

Harbor City International Contract for lunch meals 24-25

We have finalized a contract with Harbor City International to provide them with meals for the 24-25 school year. These meals follow the National School Lunch rules and regulations in quality, and quantity. This partnership began in 2011 and helps them provide meals for their students daily. The meals are prepared and shipped daily out of Denfeld Highschool.

New Infinite Campus for Foodservice Program

We continue to learn and begin the implementation of our new cafeteria system that is connected with the Infinite Campus Enrollment system. We are mailing out postcards to all households letting them know of the changes for completing an online application for Educational Benefits and making online lunch payments for meal extras.

New Employees

Working with Human Resources, we have had a nice number of great candidates for employees. We have been busy hiring 6 new employees for our cafeterias. We currently have 4 positions left to fill. This is a major improvement over the last few years.

Outstanding Lunch Debt

Having Universal Free Meals in all of our schools has really impacted our overdue lunch accounts in a very positive way. The Child Nutrition Staff did a great job in the school cafeterias keeping extra charges down, unless a student had money in their account. The year ended with an outstanding amount of \$9,450.00. A billing was done and we will do another before school starts. Unpaid balances will transfer to the new year.

Facilities Management & Capital Project Status Report August 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 171 work orders and are currently working on 301 open work orders.
- Inspection of the Storm Water systems has begun to develop upcoming maintenance plan.

Capital / Construction

- Lincoln park pool resurfacing is complete and pool is filled, waiting on MDH inspection
- Lincoln Park pool new Motor, Pump and VFD installed and running, Sand Filters are installed and flowing. Punch list items all that remains
- Lowell Elementary Kemps damage repair has begun and should be completed soon after the color matched brick arrives
- Stowe new front entryway concrete installation completed
- Dry Sprinkler system installations for Lincoln Park and Ordean are installed. Waiting on Johnson Controls to program in the new system control points.
- Myers Wilkins Northland Construction has begun the parking lot curb and sewer reset.
- Homecroft Parking lot rebuild is underway.
- Lowell new flooring is installed.
- Lowell temporary art room is being installed in Barnes Gym.
- Lowell Sheetrock is installed and painting is underway.
- Laura MacArthur flooring is being installed.
- PS Stadium Musco lighting inspection and maintenance to begin around August 22nd.
- Lester Park room 130 renovation ongoing, waiting on painting.

Discussion with Legal Representation

No discussions

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 MacArthur, and Lester Park, and Custodian I positions at East High School and Denfeld.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Automotive hoist at Denfeld HS replacement install complete. After electrical hookup is complete, safety certification will be completed.
 - Radon testing results will be presented at August COW meeting.
 - Fire code corrections at East HS still under way
 - Basketball hoop inspections completed - repairs complete at elementary and middle schools. Repairs for East HS and Denfeld HS are in the process of being scheduled.

- **Regulatory Reporting**
 - Nothing needed in July

- **Systems & Technology Updates**
 - Nothing new in July

- **Training**
 - Basic Life Support & First Aid renewal training for nursing staff scheduled for August 28th.
 - I Love U Guys Foundation Standard Response Protocol training scheduled for Duluth Leadership Team Thursday Aug 15th from 1:00-3:00
 - Captivate Media putting final touches on parent/student training video for emergency procedures.
 - Respirator training and fit testing scheduled for August 12th.
 - Lexie received Certified Safety Professional license from the BCSP July 22.
 - Lexie attended Homeland Security and Emergency Management School Based Emergency class July 16-17th.
 - Lexie completed mobile elevated work platform trainer training July 31

- **Chemical and Hazardous Waste Disposal**
 - Other old chemicals at DNT picked up.
 - Bulb and battery pickup date being scheduled.

- **Document Updates**
 - Emergency Operations Plan updates complete.
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

- **Injury and Incident Statistics**
 - **July 2024 (as of 8/6/2024)**
 - **OSHA Recordable Rate (TRIR): 0.00**
 - **OSHA Recordable Injuries: 0**
 - **Days Away from Work: 0**
 - **Days on Restricted Duty: 0**
 - **Non-recordable Injuries: 1**
 - **Near Misses/Hazards Reported: 0**
 - **2024 Year-To-Date**
 - **OSHA Recordable Rate (TRIR) (Goal ≤ 1.00): 1.76**
 - **OSHA Recordable Injuries: 11**
 - **Days Away from Work: 59**
 - **Days on Restricted Duty: 28**
 - **Non-recordable Injuries: 61**
 - **Near Misses/Hazards Reported: 15**

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.

Radon Testing 2024

Presented by Lexie Neff, CSP

ISD 709 Health, Safety, and Environmental Coordinator

What is Radon?

Radon is an odorless, colorless, tasteless gas that is naturally occurring.

Radon is created when uranium in rocks breaks down.

Radon is radioactive

Why Do We Care About Radon?

The radioactive radon gas is inhaled and can cause lung cancer if there is prolonged exposure.

Radon exposure is the second leading cause of lung cancer (behind smoking).

Not everyone exposed to radon will develop lung cancer. There are a number of factors that determine the health risk, including individual differences, exposure dose, and exposure time.

The highest chance for exposure is at home, but school is the second highest chance for exposure for school age children.

Radon Testing Procedures

Schools are not required to test for radon, but the Minnesota Department of Health (MDH) encourages testing.

Districts that choose to test must follow the MDH “Radon Testing Plan” with testing conducted by licensed individuals.

ISD 709 tests for radon every 5 years.

IEA, Inc was hired to perform radon testing in FY24.

Results are required to be presented to the school board and to MDH.

MDH Radon Result Requirements

RESULTS (pCi/L)	RECOMMENDED ACTION
LESS THAN 4	Re-test after changes to foundation or HVAC and every 5 years
GREATER THAN 4	Conduct CRM short-term testing during winter months
LESS THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Repeat CRM testing if not conducted during winter or if conducted during abnormal ventilation. Otherwise consider re-testing after changes to foundation or HVAC and every 5 years
GREATER THAN 4 (<u>DURING OCCUPANCY</u>) AFTER CRM TESTING	Reduce radon in rooms to less than 4 through radon mitigation. Conduct CRM testing to verify radon reduction.

CRM: Continuous Radon Monitor

Pico = 0.000 000 000 001

2024 Radon Testing Results

All schools had passing radon testing results below the MDH action level of 4.0 pCi/L (picocuries per liter) (Pico = 0.000 000 000 001)

The initial round of short-term testing showed two rooms that needed follow up continuous radon monitoring (CRM) testing. The follow up testing was well below the 4.0 pCi/L action level.

Congdon Park Elementary rm 126B (small staff workroom) - CRM 1.2 pCi/L

Lincoln Park Middle School rm 1532 (small calming room) - CRM 2.4 pCi/L

Building Specific Testing Results

Congdon Park Elementary School

Short-Term Monitoring

TABLE 11: CONGDON PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	40	5	0	1 ¹

¹ Room 126B – 5.0 pCi/L

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 0.2	² 5.1	¹ 1.7	² 5.9	¹ 1.2	² 5.5
126B						

¹ Readings during occupied times: 7 a.m. to 5 p.m.
² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.

Building Specific Testing Results (Continued)

Lincoln Park Middle School

Short-Term Monitoring

TABLE 8: LINCOLN PARK MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	81	9	0	1 ¹
¹ Room 1532 – 4.1 pCi/L				

Continuous Monitoring

Room	Day 1 Average (pCi/L)		Day 2 Average (pCi/L)		Overall Average (pCi/L)	
	¹ 2.0	² 6.5	¹ 2.9	² 6.5	¹ 2.4	² 6.5
1532						
¹ Readings during occupied times: 7 a.m. to 5 p.m. ² Readings during unoccupied times: 12 a.m. to 7 a.m. and 5 p.m. to 11:59 p.m.						

Building Specific Testing Results (Continued)

Denfeld High School

TABLE 2: DENFELD HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	123	1	0	0 ¹
¹ All below action level				

East High School

TABLE 14: DULUTH EAST HIGH SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	126	0	0	0 ¹
¹ All below action level				3708

Building Specific Testing Results (Continued)

Ordean East Middle School

TABLE 5: ORDEAN EAST MIDDLE SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	1	0	0 ¹
¹ All below action level				

Rockridge Academy

TABLE 7: ROCKRIDGE ACADEMY RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	50	1	0	0 ¹
¹ All below action level				

Building Specific Testing Results (Continued)

Homecroft Elementary School

TABLE 9: HOMECROFT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	35	0	1	0 ¹
¹ All below action level				

Lakewood Elementary School

TABLE 3: LAKEWOOD ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	38	0	0	0 ¹
¹ All below action level				

Building Specific Testing Results (Continued)

Laura MacArthur Elementary School

TABLE 1: LAURA MACARTHUR ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	55	0	0	0 ¹
¹ All below action level				

Lester Park Elementary School

TABLE 10: LESTER PARK ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	45	0	0	0 ¹
¹ All below action level				

Building Specific Testing Results (Continued)

Lowell Elementary School

TABLE 4: LOWELL ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	83	0	0	0 ¹
¹ All below action level				

Myers-Wilkins Elementary School

TABLE 6: MYERS-WILKINS ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	41	0	0	0 ¹
¹ All below action level				3702

Building Specific Testing Results (Continued)

Piedmont Elementary School

TABLE 12: PIEDMONT ELEMENTARY SCHOOL RANGE OF RESULTS

	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	57	0	0	0 ¹
¹ All below action level				

Stowe Elementary School

TABLE 13: STOWE ELEMENTARY SCHOOL RANGE OF RESULTS







	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	63	0	0	0 ¹
¹ All below action level				3263

Thank you!








Technology Department - July 2024 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 490K Emails Messages Accepted/Delivered. 
- 1.3K Rejected 
- 44K Spam folders 
- 3.48K were identified as Phishing 
- 47 were identified having suspicious attachments 
- 3.9K were identified as Spoofing 
- 0 emails were identified as Malware





- Account Information

- 6,570 Active Accounts 
- 8,154 Suspended Accounts 
- 26.58TB of storage 
- 259K Files shared externally 
- 227 Suspicious login attempts 
- 1.8K Failed user login attempts 
- 51 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- Q4 of 2024, you will see the results for Bid-1324 MAN and ISP Services. This is an USAC E-Rate bid/project to provide network connectivity from all our locations to ARK our Data Center as well as our Internet Services for the district. This bid will request a one year only contract/term (July 1, 2025 - June 30, 2026) due to school/location changes anticipated to take place during this period. DNT, ARVIG and Tech Village

- **Technology Help Desk Tickets**

- 205 New Technology Support Tickets Created 
- 204 Tickets were resolved 
- 167 Tickets remain unresolved 
- 58 Tickets are Digital Innovation Special Department ones 

- **Remaining 2023 Summer Project Updates**

- CDW-G/CTI Team will be onsite on ?? to reprogram the Boardroom AV system. They need three consecutive days not including weekends to reprogram and test the Crestron AV system. Currently working on Boardroom availability.

- **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
 - Project started on Monday, July 29, with CDW-G starting to configure the 264 Cisco switches. They are anticipating 2-3 weeks of work to just address this work.
 - The actual installation of the switches is scheduled to start at Denfeld on Monday, August 5, 2024


- **Fall/Winter 2024 Projects**

Technology Department - July 2024 Report

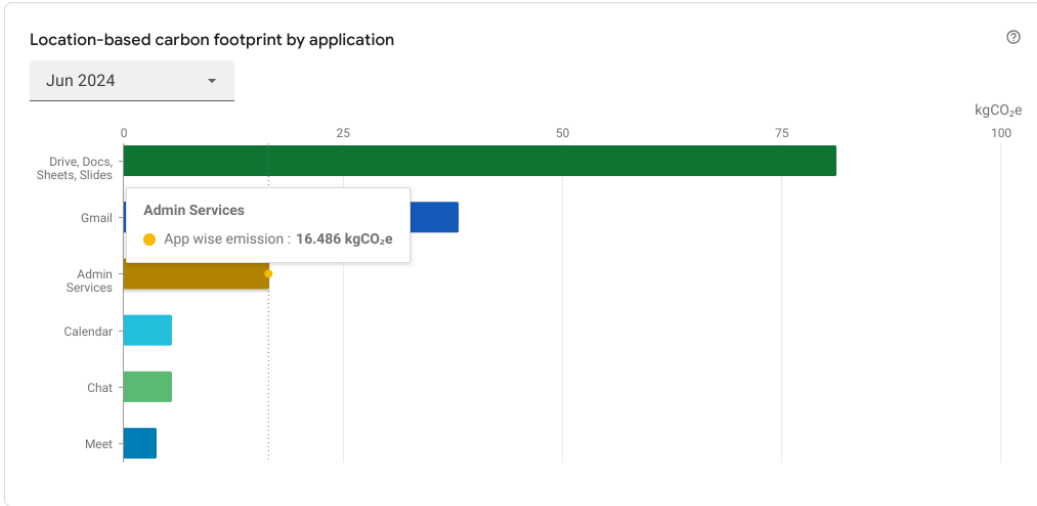

- ARK/Involta Data Center move is scheduled to start on Friday, October 18, 2024.

- **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](#)

- 150.168 kg is our June 2024 Carbon Footprint. 

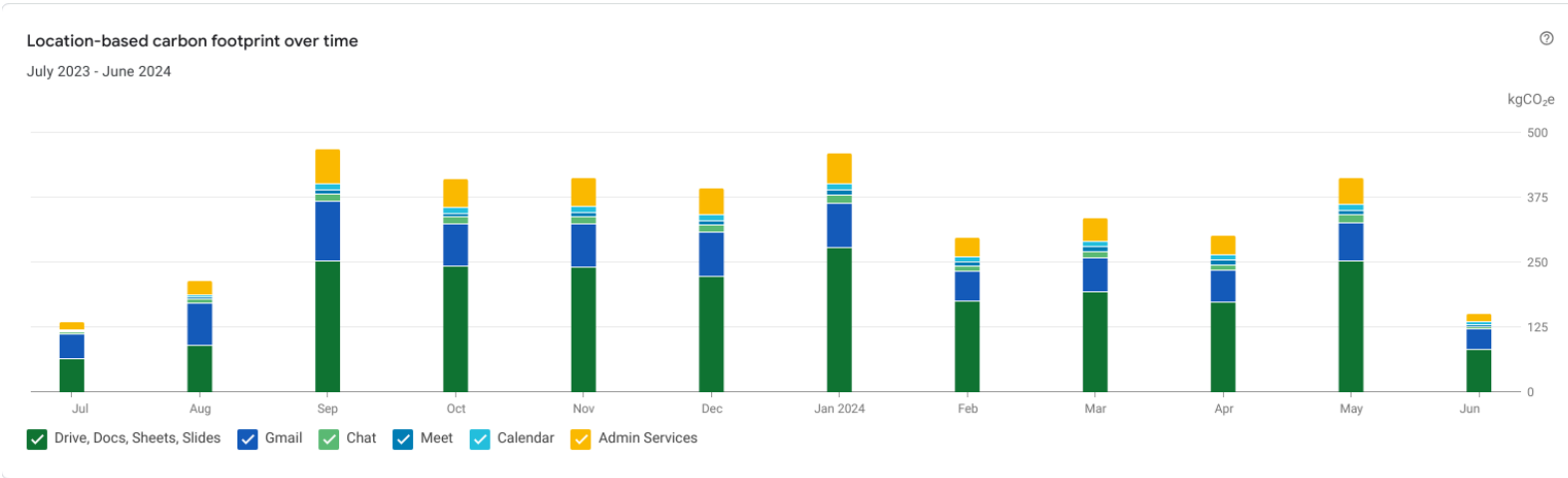
- 3.97934 is our May 2023 - April 2024 Carbon Footprint.

1 metric ton of CO₂e

1 metric ton of CO₂e is equivalent to carbon sequestered by **16.5 tree seedlings** grown for 10 years.

[View more equivalencies](#)



Transportation Report July 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.

We have completed our summer routing and have been working diligently on next years routes to assure a smooth start to the 24-25 school year.

Staffing (comments and concerns)

- We are short on drivers and helpers for the start of school.

Bus Maintenance

- The mechanics are getting the buses ready for inspections which has been pushed out until the end of the month.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is 83,114. Our goal is to have 50-60k miles average.

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
District Service Center	Chipotle	\$233.06	Unity In Our Community	Dine to Donate Fundraiser
District Service Center	Minnesota State Fair	In-kind	Unity In Our Community	Two Admission Ticket to the Minnesota State Fair
District Service Center	Park State Bank	\$3,000.00	Unity In Our Community	
District Service Center	Stephanie Johnson	\$500.00	Unity In Our Community	Blaze Credit Union
District Service Center	James Meyers	In-kind	Unity In Our Community	Top Golf - \$50 Game Play Certification
District Service Center	Maddie Christy	\$500.00	Unity In Our Community	
District Service Center	Alexa Salo	\$112.00	Unity In Our Community	
District Service Center	Lyndsey Manning	\$1,000.00	Unity In Our Community	

HUMAN RESOURCES ACTION ITEMS FOR: August 20, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, LUCAS K	ELEMENTARY ART SPECIALIST/LAKEWOOD,STOWE, (BA) III 8, 1.0, PUTZ A. TRANSFER	08/26/2024
BUFFINGTON, KATHERYN	SPED RESOURCE TEACHER/DENFELD, (BA+30) III 4, 1.0, DEMARS J. TRANSFER	08/26/2024
DENNSTEDT, RACHEL M	SPED ASD SETTING III/EAST, (MA) IV 6, 1.0, STEJSKAL J. DISPLACED	08/26/2024
HAMBY, HUNTER C	BAND TEACHER/DENFELD, (MA) IV 3, 1.0, LEHIGH J. TRANSFER	08/26/2024
HAMMOND, BETHANY A	SKILLS FOR SUCCEES, GRADE 6 ENGLISH, GRADE 8 ENGLISH/ORDEAN EAST, (BA) III 3, 0.6	08/20/2024
JOHANIK, SCOTT E	GRADE 3 TEACHER/LAURA MACARTHUR, (MA) IV 9, 1.0, HALLGREN T. TRANSFER	08/26/2024
KENKEL, EMMA T	EARTH SCIENCE TEACHER/EAST,(BA) III 1, 1.0,	08/26/2024
KNAPP, MICHAEL C	ASL TEACHER/DENFELD, EAST (MA) IV 9, 0.6	08/26/2024
KNUTSON, TERAH L	GRADE 8 SCIENCE,OUTDOOR ED/LINCOLN PARK, (BA+30) III 0.8,	08/26/2024
LAFONTAINE, MICHAEL R	CTE INTRO TO LAW ENFORCEMENT/EAST,DENFLED, (MA) IV 9, 0.2	08/26/2024
LUNSKI, BROOKE A	FIT INTERVENTIONIST TOSA/LAURA MACARTHUR, (BA) III 5, 1.0, GALLINGER C. DISPLACED	08/26/2024
MATHERLY, MADISON K	SPED RESOURCE TEACHER/LINCOLN PARK, (BA) III 1, 1.0, MALY E. TRANSFER	08/26/2024
NESS, EMMA E	LTS SPED DCD SETTING III/EAST, (BA) III 1, 1.0, SCHNEIDERMANN M. PARENTAL LOA	08/26/2024
ROZEBOOM, BREANN R	MEDIA ARTS SPECIALIST/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
STEWART, SHAWN N	GRADE 2 TEACHER/LOWELL, (MA) IV 9, 1.0, WALEZKI K.	08/26/2024
THORSON, RILEY M	GRADE 6 TEACHER/ORDEAN, (BA) III 1.0, WILLIAMS M. TRANSFER	08/26/2024
WEGEHAUPT, LUCAS A	SCIENCE/AEO/ALC, (MA) IV 8, 1.0, THOUIN P. TRANSFER	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
PELERIN, BENJAMIN E	CHOIR TEACHER/LINCOLN PARK + ORDEAN EAST	09/09/2024 09/20/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JASPERSON-AAGENES, STEF	DEAN OF STUDENTS - ORDEAN-EAST MS	07/28/2024
LAKE, TAWNIEA L	DIRECTOR OF ASSESSMENT AND EVAL - DW	07/31/2024
MILLER, SARAH A	SPED SCHOOL NURSE - MYERS-WILKINS ES	08/01/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, AMIRA	SPED PROGRAM PARA/ROCKRIDGE, 32.5/38WKS, \$20.92/HR, SHORTER S. RESIGNED	08/26/2024
ATATISE SKINAWAY, DOREEN	OJIBWE LANGUAGE & CULTURE COORD/DISTRICT WIDE, 48WKS,\$1,979/WK,	08/05/2024
BANKS, KELLY A	SPED ESY PARA/LINCOLN PARK, UP TO 52HRS, \$21.35/HR	07/12/2024
BLACK, JENNA R	CUSTODIAN I/PIEDMONT, 40/52WKS, \$17.52/HR	07/08/2024
BOVARD, KAYLEE K	SPED LPN PARA/EAST, 32.5/38WKS, \$25.26/HR, SCHOMBERS C. TRANSFER	08/26/2024
DEGAETANO, ADINA M	SPED BW PARA/ORDEAN, 32.5/38WKS, \$20.28/HR.	08/26/2024
DURFEE, DAWN M	NUTRITIONAL SERVICE ASST/LAKEWOOD, 20/38WKS, \$15.22/HR, COOKE G. RESIGNED	08/28/2024
FREESE, MARIA M	SPED ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
JONES, BRITTA R	ESY PARA/STOWE, UP TO 52 HOURS, \$18.85/HR,	07/12/2024
KELLER, IRIS A	CERTIFIED INTERPRETER PARA/DISTRICT WIDE, 32.5/38WKS, \$39.26/HR	08/26/2024
KOTTKE, SHANNA M	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$27.78/HR, ZWAK E. RESIGNED	08/26/2024
KUROSKY, KATHLEEN E	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.40/HR, BERGESON J.	08/26/2024
LARSON, HADLEY L	ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
LAUDERBAUGH, GRACE L	SPED PROGRAM PARA/CHESTER CREEK, 31.25/38WKS, \$20.05/HR, SZAFLARSKI E. TRANSFER	08/26/2024
OMUNDSON, JENNIFER M	NUTRITIONAL SERVICE ASST/MYERS WILKINS, 21.25/38WKS, \$21.25/HR, MOLL K. RESIGNED	08/28/2024
OTWAY, JACKIE A	READING AND LANGUAGE ARTS COORD/DSC, 48WKS, \$1,979/WK	08/07/2024
POWE, AMANDA F	ESY SPED PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR	07/12/2024
SCHNABEL, QUINN L	ESY PARA/PIEDMONT, UP TO 52 HRS, \$18.85/HR,	07/12/2024
SPENCER, TERRI L	SPED STUDENT SPECIFIC PARA/EAST, 32.5/38WKS, \$21.94/HR,	08/26/2024
WAHLGREN, DENISE M	OSS SENIOR/ECSE, 40/52WKS, \$19.83 HR, LOUGH T. RESIGNED	08/05/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BROWN, SHANNON K	EXECUTIVE CLERICAL ASST - DSC - WFH 7/15/24 - RTW 8/19/24	07/08/2024 08/19/2024
DEGRAEF, JEREMY J	ASST FACILITIES MNGR - DSC - END DATE TBD INTERMITTENT LEAVE	07/31/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
FREDRICKSON, ISAAC J	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	06/07/2024
PREBEG, BRITTANY K	OSS - EAST HS	06/21/2024
SUDHAKAR, AMITA	SPED PROG PARA - HOMECROFT ES	06/07/2024
WAUGAMAN, STEPHANIE M	SPED PROG PARA SETTING III/IV - ROCKRIDGE	06/07/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ERJAVEC, JANE L	SPED PROG PARA SETTING III/IV - DW	10/11/2024
KNEELAND, STEVE F	SPED PROG PARA SETTING III/IV-LINCOLN PARK	08/25/2024



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

<p><u>Title of Immediate Supervisor:</u> Supervisor of Building Operations/Building Principal</p>	<p><u>Department:</u> Building Operations</p>	<p><u>FLSA Status:</u> Non-Exempt</p>
<p><u>Accountable For (Job Titles):</u> Fireperson I, Pool Custodian & Custodians</p>		<p><u>Pay Grade Assignment:</u> National Conference of Firemen and Oilers, Local No. 956, Pay Group 15</p>

General Summary or Purpose Of Job:

The Engineer II assumes responsibility for and participates in the general operation; preventive maintenance; custodial care of assigned building and grounds; the heating, cooling and ventilation of the building. Positions assigned to this classification have responsibility for directing a small staff (2-5) comprised of Custodians, Pool Custodians and Firepersons I including the scheduling of work assignments, determining work priorities, staff evaluations but does not have the authority to initiate other personnel actions. The Engineer II classification is part of a classification series comprised of four levels. Positions assigned to the Engineer II differ from Engineer I in that the Engineer II is typically assigned facilities of larger square footage (e.g. 75,000 – 200,000 sq. ft.) and typically require a larger number of staff to maintain the additional square footage or also have to perform maintenance for a swimming pool. The difference between positions assigned to Engineer II vs. Engineer III is primary related to the size of the facility and the greater diversity of staff required to properly maintain and service the needs of the assigned building.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Operates and maintains steam boiler heating and ventilation systems in accordance with state laws and regulations.</p> <ul style="list-style-type: none"> ▪ Fires boilers ▪ Punches flues ▪ Adjusts thermostats ▪ Greases and oils motors ▪ Checks belts ▪ Monitors the system to ensure efficiency ▪ Operates the energy management computer system to maintain and track the preventive maintenance program. 	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
2.	Assists in the maintenance of school facilities and property. Assists in performing custodial duties and operating snow removal equipment. Inspects playground equipment, roof and other areas of the building to assess needs and maintenance requirements. Reports needs beyond the capabilities of building personnel.	Daily 30%
3.	Directs and monitors staff activities, schedules and priorities in the cleaning, care, and maintenance of building facilities and grounds in accordance with the standard procedures and guidelines established by Building Operations and directions of the Building Principal. Develops staff schedules, makes assignments, adjusts work to meet priorities and deadlines, monitors work performed and evaluates the performance of staff. Performs other lead responsibilities that do not involve initiating personnel actions.	Daily 10%
4.	Conducts preventive scheduled maintenance activities on equipment, motors, fixtures, appliances or system equipment (i.e. boiler, supply fans, exhaust fans, pumps, heating and cooling equipment) within the building. Detects and makes routine repairs and/or schedules and monitors the repairs make by vendors or other District staff.	Monthly 10%
5.	Monitors and ensures the swimming pool and related facilities are properly maintained and serviced. Tests and conducts required water tests to ensure proper chemical balances in accordance with Health Department regulations and standards and makes adjustments as needed.	Daily 10%
6.	Works closely with Building Operations personnel, the building principal, and school staff on issues pertaining to building safety, security, scheduling issues, building code regulations capital projects, maintenance projects, custodial or set up needs.	Daily 10%
7.	Orders and purchases supplies, cleaning materials and equipment necessary to maintain building properly. Monitors and purchases needs in accordance with the established building maintenance budget.	Weekly 5%
8.	Documents, records or prepares fuel reports, work orders, staff timesheets, inspection sheets, safety procedures or other documentation/reports required.	Daily 10%
9.	Performs other duties of a comparable level or type.	As required



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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

Requires a minimum of a high school diploma and two years previous experience as an Engineer I or related experience directing the custodial and maintenance activities of a large facility; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

~~Class "C" Boiler License in the State of Minnesota (Required)~~

~~Certified Pool Operators License (Required)~~

Knowledge Requirements:

Requires knowledge of:

- Basic fundamentals and operational principles involving combustion, mechanical, electrical and HVAC equipment and systems.
- Operational fundamentals of the equipment and supplies used in custodial and ground maintenance.
- General District administrative procedures, rules and guidelines pertaining to such areas as personnel, purchasing, contract services, safety and risk management.
- State laws and requirements governing licensing and operation of HVAC equipment and systems.
- State laws and health guidelines pertaining to the operation and maintenance of swimming pools.
- Basic understanding of supervisory practices and fundamentals.

Skill Requirements:

Skilled in:

- Leading, scheduling, planning, monitoring and evaluating the work of custodial and facility maintenance personnel.
- Operating and maintaining heating, cooling and ventilation equipment.
- Detecting, troubleshooting, servicing and performing scheduled preventive maintenance on heating, cooling and ventilation equipment.
- Maintaining, monitoring and servicing swimming pools in accordance with regulations and standards.
- Use of hand and power tools.
- Performing custodial and ground maintenance functions.
- Maintaining administrative records and implementing administrative functions (i.e. purchasing, department records, etc.) in accordance with District and departmental requirements.
- Communicating and collaborating with other district personnel, building administrator(s), building staff, students and teachers in the care, security and maintenance of the facility.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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 indoors but the job does require some outdoor work in all types of weather conditions. Duties may involve work with chemicals, working with or around mechanical parts, and some exposure to disagreeable fumes or airborne particles.				
General Physical Conditions:				
Work can be generally characterized as:				
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.				

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

Job Classification History:
Description revised by BCC, 1/02.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

<p><u>Title of Immediate Supervisor:</u> Supervisor of Building Operations/Building Principal</p>	<p><u>Department:</u> Building Operations</p>	<p><u>FLSA Status:</u> Non-Exempt</p>
<p><u>Accountable For (Job Titles):</u> Fireperson I, Pool Custodian & Custodians</p>		<p><u>Pay Grade Assignment:</u> National Conference of Firemen and Oilers, Local No. 956, Pay Group 15</p>

General Summary or Purpose Of Job:

The Engineer II assumes responsibility for and participates in the general operation; preventive maintenance; custodial care of assigned building and grounds; the heating, cooling and ventilation of the building. Positions assigned to this classification have responsibility for directing a small staff (2-5) comprised of Custodians, Pool Custodians and Firepersons I including the scheduling of work assignments, determining work priorities, staff evaluations but does not have the authority to initiate other personnel actions. The Engineer II classification is part of a classification series comprised of four levels. Positions assigned to the Engineer II differ from Engineer I in that the Engineer II is typically assigned facilities of larger square footage (e.g. 75,000 – 200,000 sq. ft.) and typically require a larger number of staff to maintain the additional square footage or also have to perform maintenance for a swimming pool. The difference between positions assigned to Engineer II vs. Engineer III is primary related to the size of the facility and the greater diversity of staff required to properly maintain and service the needs of the assigned building.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Operates and maintains steam boiler heating and ventilation systems in accordance with state laws and regulations.</p> <ul style="list-style-type: none"> ▪ Fires boilers ▪ Punches flues ▪ Adjusts thermostats ▪ Greases and oils motors ▪ Checks belts ▪ Monitors the system to ensure efficiency ▪ Operates the energy management computer system to maintain and track the preventive maintenance program. 	Daily 15%



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
2.	Assists in the maintenance of school facilities and property. Assists in performing custodial duties and operating snow removal equipment. Inspects playground equipment, roof and other areas of the building to assess needs and maintenance requirements. Reports needs beyond the capabilities of building personnel.	Daily 30%
3.	Directs and monitors staff activities, schedules and priorities in the cleaning, care, and maintenance of building facilities and grounds in accordance with the standard procedures and guidelines established by Building Operations and directions of the Building Principal. Develops staff schedules, makes assignments, adjusts work to meet priorities and deadlines, monitors work performed and evaluates the performance of staff. Performs other lead responsibilities that do not involve initiating personnel actions.	Daily 10%
4.	Conducts preventive scheduled maintenance activities on equipment, motors, fixtures, appliances or system equipment (i.e. boiler, supply fans, exhaust fans, pumps, heating and cooling equipment) within the building. Detects and makes routine repairs and/or schedules and monitors the repairs make by vendors or other District staff.	Monthly 10%
5.	Monitors and ensures the swimming pool and related facilities are properly maintained and serviced. Tests and conducts required water tests to ensure proper chemical balances in accordance with Health Department regulations and standards and makes adjustments as needed.	Daily 10%
6.	Works closely with Building Operations personnel, the building principal, and school staff on issues pertaining to building safety, security, scheduling issues, building code regulations capital projects, maintenance projects, custodial or set up needs.	Daily 10%
7.	Orders and purchases supplies, cleaning materials and equipment necessary to maintain building properly. Monitors and purchases needs in accordance with the established building maintenance budget.	Weekly 5%
8.	Documents, records or prepares fuel reports, work orders, staff timesheets, inspection sheets, safety procedures or other documentation/reports required.	Daily 10%
9.	Performs other duties of a comparable level or type.	As required



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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

Requires a minimum of a high school diploma and two years previous experience as an Engineer I or related experience directing the custodial and maintenance activities of a large facility; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Class "2-C" Boiler License in the State of Minnesota (Required)

Knowledge Requirements:

Requires knowledge of:

- Basic fundamentals and operational principles involving combustion, mechanical, electrical and HVAC equipment and systems.
- Operational fundamentals of the equipment and supplies used in custodial and ground maintenance.
- General District administrative procedures, rules and guidelines pertaining to such areas as personnel, purchasing, contract services, safety and risk management.
- State laws and requirements governing licensing and operation of HVAC equipment and systems.
- State laws and health guidelines pertaining to the operation and maintenance of swimming pools.
- Basic understanding of supervisory practices and fundamentals.

Skill Requirements:

Skilled in:

- Leading, scheduling, planning, monitoring and evaluating the work of custodial and facility maintenance personnel.
- Operating and maintaining heating, cooling and ventilation equipment.
- Detecting, troubleshooting, servicing and performing scheduled preventive maintenance on heating, cooling and ventilation equipment.
- Maintaining, monitoring and servicing swimming pools in accordance with regulations and standards.
- Use of hand and power tools.
- Performing custodial and ground maintenance functions.
- Maintaining administrative records and implementing administrative functions (i.e. purchasing, department records, etc.) in accordance with District and departmental requirements.
- Communicating and collaborating with other district personnel, building administrator(s), building staff, students and teachers in the care, security and maintenance of the facility.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

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 indoors but the job does require some outdoor work in all types of weather conditions. Duties may involve work with chemicals, working with or around mechanical parts, and some exposure to disagreeable fumes or airborne particles.				
General Physical Conditions:				
Work can be generally characterized as:				
Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.				

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

Job Classification History:
Description revised by BCC, 1/02.



CLASSIFICATION DESCRIPTION

TITLE: Engineer II

Second Shift Engineer I

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 5A

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

School Custodian I/II/III

Summary

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

Essential functions

- Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
- Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
- Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
- Close building for daily operations; ensure building and grounds are safe and secure.

- Cleans rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
- Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
- Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
- Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- One year of experience
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- ~~Second Class C Boilers License in the State of Minnesota~~

Knowledge Requirements

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

Skill Requirements

- Use and care of floor cleaning equipment.
- Task prioritization.
- Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments).
- Operation of personal computers, including related to building access and lighting control.
- Operation of hand and power tools.
- Oral and written communications.
- Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities management supervisor.
- Written and verbal communication and relationship skills to efficiently and effectively perform essential duties.

Work environment

Work is performed under various conditions and there are risks associated with slippery and elevated surfaces, electrical equipment, and cleaning and maintenance chemicals, airborne particles, vibration, and outdoor weather conditions associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification by Kerry M. Leider 07.19.16

Approved by Duluth Civil Service Board on 08/02/2016. Revised by Human Resources 2/2021.

Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer I

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 5A

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

School Custodian I/II/III

Summary

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

Essential functions

- Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
- Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
- Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
- Close building for daily operations; ensure building and grounds are safe and secure.

- Cleans rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
- Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
- Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
- Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- One year of experience
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- Special Boilers License in the State of Minnesota

Knowledge Requirements

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

Skill Requirements

- Use and care of floor cleaning equipment.
- Task prioritization.
- Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments).
- Operation of personal computers, including related to building access and lighting control.
- Operation of hand and power tools.
- Oral and written communications.
- Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities management supervisor.
- Written and verbal communication and relationship skills to efficiently and effectively perform essential duties.

Work environment

Work is performed under various conditions and there are risks associated with slippery and elevated surfaces, electrical equipment, and cleaning and maintenance chemicals, airborne particles, vibration, and outdoor weather conditions associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification by Kerry M. Leider 07.19.16

Approved by Duluth Civil Service Board on 08/02/2016. Revised by Human Resources 2/2021.

Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer II

FLSA Classification

Non-Exempt

Pay Grade

National Conference of Fireman and Oilers, Local 956, Pay Group 12

Reports to

Building Engineer/Supervisor of Operations/Manager of Facilities

Accountable for (Job Titles)

Pool Custodian, School Custodian I/II/III

Summary

To operate and maintain a low-pressure heating system and a natatorium. To perform mechanical installations, repairs and custodial work.

Essential functions

- Operate and maintain low pressure heating system; operate, maintain and repair a variety of heating and ventilation equipment.
- Assist with various custodial tasks including floor care, sanitation, trash and snow removal, stadium set-up and equipment transport.
- Oversee nightly operations of the building; coordinate with building principal and various faculty and staff regarding access, heating and ventilation needs for evening activities; assist in monitoring the conduct of students and adults in and around the building.
- Operate and maintain natatorium; clean pool and maintain related equipment; test and maintain proper chemical balances.
- Open and close building for daily operations; ensure building and grounds are safe and secure.
- Direct night custodians.
- In the absence of the Building Engineer, order supplies, conduct building inspections and interface with principals, faculty and staff on facility maintenance problems as they arise.
- Performs other duties of a comparable level or type.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- Two years of relevant experience in HVAC, plumbing and electrical maintenance and repair
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- ~~First Class C Boilers License in the State of Minnesota~~
- Certified Pool Operator License

Knowledge Requirements

- Knowledge of operation, maintenance and repair of low-pressure boilers, pumps, and various heating and ventilation equipment.
- Knowledge of operation, maintenance and repair of natatorium systems.
- Lawn and turf care materials and techniques.
- Knowledge of basic carpentry, plumbing and electrical maintenance techniques.
- OSHA safety rules and safe working practices.

Skill Requirements

- Operation and maintenance of heating and ventilation equipment.
- Operation of hand and power tools.
- Operation of personal computers.
- Use of energy management, word processing and electronic spreadsheet software applications.
- Overseeing, directing, leading and assigning work to custodial workers.
- Oral and written communications.

Work environment

Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.

Physical demands

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

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.	√			

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:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting on December 14, 2001. Revised by Human Resources 2/2021. Approved by Duluth Civil Service Board 06/01/2021.

Second Shift Engineer II

FLSA Classification

Non-Exempt

Pay Grade

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- Oversee nightly operations of the building; coordinate with building principal and various faculty and staff regarding access, heating and ventilation needs for evening activities; assist in monitoring the conduct of students and adults in and around the building.
- Operate and maintain natatorium; clean pool and maintain related equipment; test and maintain proper chemical balances.
- Open and close building for daily operations; ensure building and grounds are safe and secure.
- Direct night custodians.
- In the absence of the Building Engineer, order supplies, conduct building inspections and interface with principals, faculty and staff on facility maintenance problems as they arise.
- Performs other duties of a comparable level or type.

Minimum Qualifications

- Requires a minimum of a high school diploma or GED
- Two years of relevant experience in HVAC, plumbing and electrical maintenance and repair
- Or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements

- Class 2-C Boilers License in the State of Minnesota
- Certified Pool Operator License

Knowledge Requirements

- Knowledge of operation, maintenance and repair of low-pressure boilers, pumps, and various heating and ventilation equipment.
- Knowledge of operation, maintenance and repair of natatorium systems.
- Lawn and turf care materials and techniques.
- Knowledge of basic carpentry, plumbing and electrical maintenance techniques.
- OSHA safety rules and safe working practices.

Skill Requirements

- Operation and maintenance of heating and ventilation equipment.
- Operation of hand and power tools.
- Operation of personal computers.
- Use of energy management, word processing and electronic spreadsheet software applications.
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Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.

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

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:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting on December 14, 2001. Revised by Human Resources 2/2021. Approved by Duluth Civil Service Board 06/01/2021.



**HR/BS Services Committee Monthly Fund Balance Report
August 12, 2024 Committee Meeting
BUDGET SUMMARY**

8/8/2024

Percent spent
8/8/2024

REVENUES	24-25		24-25		24-25		24-25		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	BUDGET BALANCE	July - June	
General	1	\$ 121,707,253.72	\$ 121,707,263.72	\$ 973,156.41	\$ 877.00	\$ 120,733,230.31		1%	
Food Service	2	\$ 6,000,000.00	\$ 6,000,000.00	\$ 32,691.81	\$ 296.10	\$ 5,967,012.09		1%	
Transportation	3	\$ 6,332,190.85	\$ 6,332,190.85	\$ 41,833.49	\$ -	\$ 6,290,357.36		1%	
Community Ed	4	\$ 8,580,500.00	\$ 8,580,500.00	\$ 17,227.58	\$ 880.00	\$ 8,562,392.42		0%	
Operating Captial	5	\$ 2,772,175.43	\$ 2,772,175.43	\$ 12,934.15	\$ -	\$ 2,759,241.28		0%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 28,067,285.00	\$ 28,067,285.00	\$ 356,750.38	\$ -	\$ 27,710,534.62		1%	
Trust Fund	8	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00		0%	
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 127,183.21	\$ -	\$ 822,816.79		13%	
Student Acitivity	79	\$ 276,264.00	\$ 276,264.00	\$ 25.00	\$ -	\$ 276,239.00		0%	
REVENUE	TOTALS:	\$ 174,961,769.00	\$ 174,961,779.00	\$ 1,561,802.03	\$ 2,053.10	\$ -	\$ 173,397,923.87	1%	

EXPENSES	24-25		24-25		24-25		24-25		
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-23	JULY 23-24	July - June	July - June	July - June	BUDGET BALANCE	July - June	
General	1	\$ 122,251,138.00	\$ 122,251,138.00	\$ 4,422,415.87	\$ 4,997,676.65	\$ 112,831,045.48		8%	
Food Service	2	\$ 6,055,998.00	\$ 6,055,998.00	\$ 179,005.09	\$ 2,844,446.55	\$ 3,032,546.36		50%	
Transportation	3	\$ 6,783,799.00	\$ 6,783,799.00	\$ 134,101.19	\$ 514,709.05	\$ 6,134,988.76		10%	
Community Ed	4	\$ 7,826,159.00	\$ 7,826,159.00	\$ 173,501.73	\$ 34,989.11	\$ 7,617,668.16		3%	
Operating Captial	5	\$ 6,720,958.43	\$ 6,720,958.43	\$ 1,247,635.32	\$ 399,639.26	\$ 5,073,683.85		25%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			
Debt Service Fund	7	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,808,693.10	\$ -	\$ 25,584,836.90		7%	
Trust Fund	8	\$ 263,733.00	\$ 263,700.00	\$ -	\$ -	\$ 263,733.00		0%	
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 125,536.83	\$ -	\$ 804,027.17		14%	
Student Acitivity	79	\$ 276,264.00	\$ 276,264.00	\$ 3,551.68	\$ 12,704.00	\$ 260,008.32		6%	
EXPENSE	TOTALS	\$ 178,501,143.43	\$ 178,501,110.43	\$ 8,094,440.81	\$ 8,804,164.62	\$ -	\$ 161,602,538.00	9%	

DCSC + DPS AGREEMENT 2024-2027

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 Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

Whereas, the District has decided to have the Contractor support Full-Service Community School strategies at three schools within the District: Myers-Wilkins Elementary, Lincoln Park Middle, and Denfeld High Schools.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2024 and shall remain in effect until June 30, 2027 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.

2A. DCSC Responsibilities: The Contractor will support the Full-Service Community School Sites to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the six key practices in the Essentials for Community School Transformation: (1) Collaborative Leadership, Shared Power and Voice, (2) Expanded, Enriched Learning Opportunities, (3) Rigorous, community-connected classroom instruction, (4) Culture of belonging, safety, and care, (5) Integrated system of support, and (6) powerful student and family engagement. ([Source: Community Schools Forward](#))

DCSC shall undertake the following activities:

1. Provide staff and establish diverse, sustainable funding and resource development.
2. Employ Full-Service Community School Site Coordinators at Myers-Wilkins Elementary and Denfeld High School.
3. Employ Out-of-School Time Coordinators at all three Community Schools.
4. Employ Community Health Coordinators at designated sites.
5. Build a community-wide scaffold of supports and strong partnerships of mutual expectation with educational providers.
6. Engage families and the community in driving education transformation.
7. Incorporate proven strategies and continually evaluate results alongside school and community partner teams.
8. Co-lead monthly district-wide FSCS meetings with Assistant Superintendent, Site Principals,

DSCS Staff, Community Partners, and other designated individuals.

9. Guide the planning and implantation of FSCS.
10. Assist in implementing supportive policies and practices.
11. In partnership with DPS, develop an evaluation plan that incorporates FSCS outcomes in conjunction with each site's School Improvement Plan (SIP).
12. Lead in collaborative grant writing opportunities that enhance programs at FSCS sites.
13. Remain focused on whole family; student and school based supportive policies and best practices.
14. Provide support, supervision and coaching of Site Coordinators at all three Community Schools.
15. Participate in stakeholder meetings and activities.
16. Ensure a range of community partners are involved at each site which meet the goals of the Site Team plan.
17. Complete all data required for DCSC evaluation purposes and grant reporting requirement in a timely manner.
18. Ensure that DCSC Site Coordinators and program staff maintain a standard of professionalism and behavior consistent with DPS and DCSC expectations.
19. Ensure proper background checks have been completed.
20. Follow all DPS policies and procedures, including but not limited to policies and procedures regulating access to and use of confidential information. Acknowledges that the DPS has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (FERPA). DCSC is receiving student information as designated school officials as classified in FERPA (§ 99.31(a)(1)(i)(B)) and in compliance with all requirements and exceptions outlined in FERPA. DCSC acknowledges that it must comply with said law and regulations and safeguard student information. DCSC may not re-disclose the information to a third party without prior written consent from the parent or eligible student (age 18 or over). DCSC must destroy any student information received from the DPS when no longer needed for the purposes listed in this Agreement.

DPS understands that DCSC's primary mission is to promote wellbeing and success for Duluth Public Schools students and families by co-creating, celebrating, and mobilizing for equitable educational experiences.

2B. District Responsibilities:

1. DPS commits to work with DCSC to build a network of support based upon data-driven decision making and intended to improve attendance and academic performance within Duluth Public Schools' Community Schools.
2. Work with DCSC to use braided funding to ensure that a full-time Full-Service Community School Site Coordinator is employed at each community school.
3. DPS agrees to designate a senior staff member from administration (or their designees) to the Board of Directors for the DCSC.
4. DPS commits to organize internal meetings at the school sites and district-level to engage teachers, administrators and staff in the FSCS model.
5. DPS also agrees to have principals assist in appointing a team of administrators, faculty, support staff, parents, and students to participate in a monthly site leadership team meeting. DPS agrees to continue to implement the FSCS model and to work with DCSC to plan a

continuum of solutions—aligned with School Improvement Plans—designed to significantly improve educational outcomes.

6. DPS agrees to include Full-Service Community School Coordinators in the development and monitoring of School Improvement Plans for individual community schools.
21. Partner with DCSC in the design and delivery of FSCS model, including the development of an evaluation plan that incorporates FSCS outcomes in conjunction with the School Improvement Plan (SIP).
7. Assist with collection and reporting of data when needed, included access to necessary data in Infinite Campus and other district-owned databases as necessary. See Exhibit B for data details.
8. Support and facilitate collaborative grant writing opportunities that enhance FSCS strategies and activities.
9. Provide technical assistance and support to DPS staff and other professional development opportunities which support the FSCS model.
10. Dedicate time during DPS School Board Meetings—at least twice annually—for Duluth Community School Collaborative staff to share FSCS updates.
11. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
12. Meet regularly—at least quarterly—with DCSC Leadership to review shared grant priorities and grant budgets.
13. Provide access to a Share Google Drive with access for DCSC Leadership to add/remove individuals and for all DCSC staff to add/edit/remove documents.

3B. Leadership Responsibilities: The Community School Principals and Community School Coordinators will champion the community school strategy in the spirit of collaboration, shared vision and goals with a focus on common outcomes. They will integrate the community school strategy into the school vision and school improvement plan.

School Principal(s) Responsibility:

1. Provide leadership which supports integration of community services into the culture of school.
2. Participate in hiring, support, and performance evaluation of Community School Site Coordinators.
3. Ensure student assistance process reflects full integration of the community school partners and develop a clear communication and confidentiality process.
4. Participate in Community School Site Leadership Team meetings and activities.
5. Support integration of Site Coordinators through use of identified school resources (i.e. email, ID badges, phones, computers, database access, parent communication portal, school badges, keys, copiers, and appropriate curriculum support).
6. Provide reasonable space for the Site Coordinator, other embedded FSCS staff, and program activities that support the goals of a full-service community school.
7. Assist with provision of data when needed.
8. Include FSCS Asset and Needs Assessment questions as part of school-wide and district-wide survey and strategic planning processes.
9. Agree to share appropriate information with DCSC staff to maximize student success. (Ensure proper releases are secured.)
10. Notify FSCS Site Coordinators and partners of grants that impact the full-service community

school model.

11. Participate in collaborative grant writing opportunities that enhance program activities and the integration of the full-service community school model.

Community School Site Coordinator(s)

The following schools will have a full time FSCS Site Coordinator in the academic years 2024-2025, 2025-2026, and 2026-2027 (as required by the FSCS model):

- Myers-Wilkins Elementary- Position employed by DCSC
- Lincoln Park Middle School- Position employed by DPS
- Denfeld High School-Position employed by DCSC

The Community School Site Coordinator will be responsible for supporting the FSCS model at their site. The Site Coordinator will work in partnership with the Site-based Leadership Team, under the direction of the DCSC Executive Director and in collaboration with the school Principal to build a community of success. The Site Coordinator will work closely with students, school staff, families and community partners to facilitate connections, coordinate programs, ensure integration of school-community services and alignment of services with the goals and objectives of the DCSC and the Site-based Leadership Team’s vision and mission.

The essential duties and responsibilities:

1. Support the alignment and successful implementation of a community school in partnership with the Site Leadership Team and based on the Site Plan.
2. Communicate FSCS’ philosophy and programs to all stakeholders.
3. Work with members of the community school site leadership team to provide publicity and promotion of community schools, DCSC events and programs.
4. Partner with school staff to identify opportunities for community school programming to integrate, support, and reinforce teaching and learning during the school day.
5. Coordinate Site Leadership Team.
6. Support event planning committees for family and community engagement.
7. Participate in community committees and meetings that increase community engagement efforts.
8. Establish, maintain, and expand connections with community and other like-minded organizations, individuals and agencies.
9. Share relevant updates with DCSC Executive Director and Board, and work closely to ensure alignment of DCSC services with mission, goals, and objectives.
10. In collaboration with school staff, identify and facilitate parent leadership opportunities.
11. Conduct ongoing resource mapping and needs assessments in alignment with school and district-wide surveys and strategic planning.
12. Research, analyze and synthesize relevant data to provide suggestions for programmatic decisions maintaining a lens for access, equity and increase student achievement.
13. Participating as key member of the school faculty and staff team. This includes serving on relevant committees and supporting the Principal with their strategic vision for their school.
14. Attend meetings and professional development as required.

Supervision of Site Coordinators will be shared between DCSC Executive Director and the school Principal. Annual evaluations will be completed in collaboration between the school principal and DCSC Executive Director.

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

Contractor must work with DPS to provide contact information for all of its employees for DPS to complete a criminal history background check Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file. Background checks are provided through DPS at no cost to the Contractor.

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. Payment. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to pay Contract for its services and expenses in performing said obligations up to a sum not to exceed \$855,000. See exhibit A for budget allocation.

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 Payment. 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. Payments shall be made in equal monthly installments of \$23,750.

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. Any and all information, materials, services, intellectual property and other property and rights granted and/or provided by DCSC pursuant to this MOU (including the deliverables), are granted and/or provided on an "as is" basis. Any intellectual property generated by DCSC personnel will be owned by DCSC. Any intellectual property generated by DPS personnel will be owned by DPS or the creator of the intellectual property, as provided by DPS's Intellectual Property Policy and/or procedures.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

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) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

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Exhibit A

DCSC Budget Allocation Details by Year

Myers-Wilkins Elementary

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$60,000	FSCS Coordinator	\$50,000 – MDE FSCS Grant \$10,000 – MW or DPS Source
<u>\$25,000</u>	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	<u>\$25,000 – MDE FSCS Grant</u>
		Total/Year: \$85,000

Lincoln Park Middle School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
<u>\$25,000</u>	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	<u>\$25,000 – MDE FSCS Grant</u>
		Total/Year: \$40,000

Denfeld High School

<u>Amount</u>	<u>Description</u>	<u>Source</u>
\$15,000	Family Engagement Support	\$15,000 – MDE FSCS Grant
\$25,000	FSCS Supervision, Coaching, and District-Wide Support. MDE FSCS Grant management support.	\$25,000 – MDE FSCS Grant
\$60,000	Community Health Coordinator	\$60,000 – MDE FSCS Grant
\$60,000	FSCS Coordinator	\$60,000 – Denfeld or DPS Source
		Total/Year: \$160,000

Exhibit B

Program Participant Information – Collected from Infinite Campus (or other Duluth Public School District Database) and shared in Cityspan Database for MDE Program Reporting. Current demographic data requested from MDE:

Participant Profile:
a. Total number of youth served:
b. Youth with one or more disabilities
c. Low-income youth
d. English language learners
e. Youth in foster care
f. Migrant youth
g. Youth in correctional facilities
h. Youth experiencing homelessness
i. LGBTQ+ youth
j. Rural youth disproportionately impacted by the pandemic
k. American Indian youth
l. Alaska Native youth
m. Asian youth
n. Black or African American youth

o. Native Hawaiian or Other Pacific Islander youth
p. Hispanic/ Latino youth
q. White youth
r. Two or more races
s. Other (please specify):
t. Elementary students (K-5 th grade students)
u. Middle school or junior high students (6 th -8 th grade students)
v. High school students (9 th -12 th grade students)
w. Other (please specify):

DULUTH PUBLIC SCHOOL DISTRICT & KUDER

STATEMENT OF WORK (SOW)

Account #: 226528

Submitted 07/15/2024

Valid for 30 days after submission.

OVERVIEW & SUMMARY

Duluth Public School District has engaged Kuder for a proposal to deliver a virtual college and career readiness system to support students, in grades PK-12, their families, and educators. Kuder will support educators in providing the most research-backed, reliable, and valid assessments in the industry, housed in a technology platform that supports students with configurable individual graduation plans; localized course planning; and in-depth occupation, education and training, and financial aid resources. Kuder will also provide an elementary career awareness system featuring flexible resources and reports for effective implementation. Additionally, Kuder will provide Career Advisor Certification training for designated staff through the Institute for Career Advising and Development (ICAD).

PROJECT SCOPE & DELIVERABLES

Kuder will provide the following products and services:

1. Online College & Career Readiness Platform – Kuder Galaxy® (Galaxy) & Kuder Navigator® (Navigator)
 - Galaxy access for up to 9 sites, and up to 3,300 students, grades PK-5, as well as their parents. Galaxy is a powerful, yet playful career awareness system with seven unique levels for elementary students.
 - Galaxy Admin access for authorized educators to track students' progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
 - Navigator access for up to 6 sites, and up to 4,400 students, grades 6-12, as well as their parents. Navigator is an education and career planning system for secondary students. Key features include:
 - ✓ Research-based Career Assessments – Students discover their interests, skills, and work values as the foundational step for exploring and selecting college and career options.
 - ✓ Pathways Link – Connects student interests to district specialized programs and/or CTE courses.
 - ✓ Graduation Plan – A configurable framework for meeting requirements and tracking progress
 - ✓ Education Planner – A course planner to build multi-year plans based on local courses and requirements.
 - ✓ College Match – An expanded search tool with personalized college matches, acceptance likelihood, and information on net price for high school students.
 - ✓ Online Test Prep – Complete test preparation courses and tests for ACT, SAT, and more for 9-12th graders.

- ✓ Parchment Integration – The district can seamlessly request up to 800 transcripts and documents each year.
 - ✓ Common App Integration – High school students can complete college applications and request letters of recommendation and evaluations.
 - ✓ Application Tracking – Track progress and status on college and scholarship applications.
 - ✓ Connect 2 Business – Recommend work-based learning opportunities that match student career interests and configure related activities aligned to WBL requirements.
 - ✓ Lifelong, sharable career portfolio.
- Navigator Admin access for authorized educators to track students’ progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.
 - ✓ Direct Your Future™ (DYF): Educators access DYF, a complete middle school and high school classroom curriculum for a career planning course featuring Navigator.
2. Custom Reporting – In addition to the self-generated reports available within the platform, your dedicated partner solutions manager will share additional data and reporting on a quarterly basis.
 3. Dedicated Manager – A partner solutions manager will be your main point of contact and work directly and regularly with your stakeholders to set goals, measure progress, and ensure partnership success.
 4. System and Process Training – Our training team of certified career advisors will work directly with your stakeholders to ensure understanding of system benefits and features. You will receive:
 - Up to six (6) hours of custom online training delivered through 30-minute to 2-hour sessions.
 - Unlimited access to online training, implementation, and communications resources such as webinars, tutorials, materials, newsletters, best practices, and more.
 5. Ongoing Support Team – Access to our team for responsive customer and technical support Monday through Friday from 7:00 am – 5:00 pm Central time via phone, email, and live chat.
 6. Custom Development – Kuder’s team will complete system configuration for your district.
 - Branding – Development of a landing page for your brand and content using one of our flexible templates. The page serves as a central, personalized access point for all users logging into the system.
 - SSO – Administrative set up to onboard your sites and configure the single sign-on (SSO) and account provisioning functionality through Clever or Classlink.
 7. Professional Development – Access to 50 ICAD Career Advisor Training-Advanced seats for Year 1 of the agreement and 10 ICAD seats per year for years 2-6 of the agreement. ICAD Career Advisor Training-Advanced credentials are recommended for school and district personnel to implement and deliver product-led college and career readiness instruction. CAT-A credentials allow student services personnel to provide a comprehensive experience across all schools to ensure a succinct career-centric

counseling program for grades K-12. The virtual 30-hour course is on-demand, self-paced, and offers international certification.

OUT OF SCOPE

The following items are out of scope of this contract:

- System data or content customization, not expressly stated in the SOW.
- Integration with a single sign on provider other than Clever or Classlink.
- Ad-Hoc Data reporting not expressly stated in SOW.
- One day of face-to-face training featuring two (2), three-hour sessions.

PRICING & TERMS

Multi-year pricing for a six-year contract (paid upfront) is \$156,600. Price is locked for contract term.

Purchase Order: Upon execution of this SOW, please send a purchase order to orders@kuder.com to generate your invoice. Include your payment method with your purchase order.

Payment Method: ACH, Check, or Credit Card. Note: Credit card payments require a 5% service charge.

Payment Terms: Net 30 days from receipt of invoice. 1.5% fee per month for late payments.

Billing Method: Email

Contract Term: This agreement will begin upon execution of this SOW.

Renewal: All renewals are subject to a 3% price increase.

ACCEPTANCE

The parties hereto have executed this Statement of Work in the manner and form sufficient to bind them on the day and year written after the execution by their respective parties.

Kuder

By:

Name: Connor Harrington
Title: Chief Executive Officer
Date: _____

Duluth Public School District

By:

Name: Simone Zurcher
Title: Exec. Dir. Business Services
Date: 7-24-24

Upon signature by Customer and submission to Kuder, this contract shall become legally binding unless this contract is rejected by Kuder for any of the following reasons: (1) the signatory above does not have the authority to bind Customer to this contract, (2) unauthorized changes have been made to this contract, or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this contract. Subscriptions are non-cancelable before their contract end date. This contract is governed by the terms of the



kuder.com Master Service Agreement found at <https://www.kuder.com/site-license/> unless (i) Customer has a written master subscription agreement executed by Kuder for such Services as referenced in the Documentation, in which case such written Kuder master subscription agreement will govern or (ii) otherwise set forth herein. Kuder reserves the right to end system access and services for late or non-payments. Customer further agrees to allow Kuder to utilize its name and logo to actively promote the Customer partnership and usage of Kuder products and services in any Kuder marketing, sales, or public relations activity.

FIRST AMENDMENT OF LEASE

THIS FIRST AMENDMENT OF LEASE made as of the 30th day of July, 2024 (“Effective Date”) by and among TECH VILLAGE, LLC (“Landlord”) and ISD 709 DULUTH PUBLIC SCHOOLS (the “Tenant”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on or about October 18, 2021 (“Lease”) regarding the premises located at 11 East Superior Street, Duluth, Minnesota (the “Premises”). The Premises leased by Tenant consist of approximately 13,958 rentable square feet and 12,137 usable square feet, in a building commonly known as the Duluth Technology Village (“Leased Premises”).

WHEREAS, Tenant wishes to exercise one of its renewal options in the Lease and add six (6) additional parking spaces for its use.

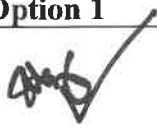
WHEREAS, Landlord and Tenant wish to enter into this First Amendment of Lease according to the terms set forth herein.

NOW, THEREFORE, the parties hereto agree to amend the Lease as of the Effective Date as follows:

1. **Option Period.** Section 6 of Basic Terms is hereby amended and replaced in its entirety as follows:

6. **Option Period.** The Tenant shall have the option to extend this Lease for three (3) additional two (2)-year periods, the terms of which are as set forth in the table below.

Repayment of the Tenant Improvement will expire at the end of the original term reducing the PSF rate by \$6.12. With the elimination of the Tenant Improvement payment, basic rent during the option period(s) shall increase annually by three percent (3%) annually as follows:

Option 1	Months	PSF	Monthly	Annual
	10/01/2024 – 09/30/2025	\$23.88	\$27,776.42	\$333,317.04
	10/01/2025 – 09/30/2026	\$24.60	\$28,613.90	\$343,366.80
Option 2	Months	PSF	Monthly	Annual
	10/01/2026 –	\$25.33	\$29,463.01	\$353,556.14

	09/30/2027				
	10/01/2027	–	\$26.09	\$30,347.02	\$364,164.22
	09/30/2028				
Option 3	Months		PSF	Monthly	Annual
	10/01/2028	–	\$26.87	\$31,254.29	\$375,051.46
	09/30/2029				
	10/01/2029	–	\$27.68	\$32,196.45	\$386,357.44
	09/30/2030				

2. Exercise of Option. Tenant hereby exercises its first option to extend the Lease for two (2) years, commencing on October 1, 2024, according to the terms set forth in Section 6 of the Basic Terms of the Lease as amended herein.

3. Parking. Commencing on August 1, 2024, Section 15 of the Basic Terms of the Lease shall be amended and replaced in its entirety as follows:

15. **Parking.** Tenant shall have a total of thirty-one (31) surface parking spaces within the 1st & 1st Street lot for use by its employees, which will consist of the twenty-five (25) parking spaces Tenant had under the Lease and an additional six (6) parking spaces being added pursuant to this First Amendment of Lease. The cost for the twenty-five (25) original parking spaces is included in the gross rental rate. The cost for the six (6) additional spaces shall be separately billed at a rate of \$115 per month, per space (“Additional Parking Rate”). Landlord and Tenant agree that the Additional Parking Rate is a pass through of the costs charged to the Landlord by the City of Duluth. In the event the City of Duluth increases the Additional Parking Rate during the Renewal Term and any extension(s) thereof, Landlord shall give Tenant thirty (30) days prior written notice of such Additional Parking Rate change and thereafter, the Additional Parking Rate shall be adjusted to the verified Additional Parking Rate being charged to the Landlord by the City of Duluth. Parking spaces will be for regular daily employees housed in the Duluth Technology Village office. Landlord will not provide dedicated parking for Tenant's occasional employees or visitors.

4. Basic Rent – Cleaning. Commencing on October 1, 2024, Section 4 of Basic Terms of the Lease regarding the cost of Cleaning (“Cleaning Fee”) is hereby amended as follows:

	PSF	Monthly	Annually
Cleaning	\$2.91	\$2,943.22	\$35,318.67

Tenant shall have the option to hire out their own cleaning services in lieu of paying the Cleaning Fee at their sole option. If Tenant desires to hire out their own cleaning services, they

shall provide Landlord with thirty (30) days' notice of their intention prior to commencing Tenant's own cleaning service.

5. No Claims. Tenant acknowledges and agrees that Tenant has no unasserted claims, set offs or defenses regarding the Lease and Landlord's performance thereunder.

6. First Amendment Controls. Except as amended above, all terms and conditions of the original Lease is hereby incorporated and restated unless modified by this First Amendment. In the event of any inconsistencies between the Lease and this First Amendment, this First Amendment shall control. Outside of any inconsistencies, all other terms and conditions of the Lease shall remain in full force and effect.

7. Counterparts and Scanned Signatures. This First Amendment of Lease may be executed in one or more counterparts and scanned signatures shall be deemed as valid as an original.

[Signature page to follow]

Signature page to First Amendment to Lease Agreement

LANDLORD

TECH VILLAGE, LLC

By: _____
Its: _____

TENANT

INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Simone Zurich*
Its: *Exec. Dir. Business Services*

**Expenditure Contracts Signed
July 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
Wipfli	\$69,550.00	Business Services (DU)	Audit services for FY24
Bayfront Festival Park	\$7,730.00*	Communications Office (DU)	Rental of Bayfront Festival Park for Unity in Our Community event
I Love You Guys Foundation	TBD	Facilities (Health & Safety) (DU)	Emergency response training for 2024-2025 school year
Duluth Area Family YMCA	TBD	TLE (DR)	K.E.Y. Zone services for 2024-2025 school year
Neighborhood Youth Services	\$30,000.00*	TLE (DR)	ESSER funds to support summer programming at NYS
Seesaw	\$22,999.20*	TLE (DU)	Seesaw offers a suite of award-winning tools, resources, and curriculum with interactive lessons, digital portfolios, and two-way communication features
Per Mar Security Services	\$40/hour	TLE (DU)	Security services for ALC space at Tech Village
University of Minnesota Duluth	TBD	TLE (DU)	CITS program/courses for 2024-2025 school year
KQDS FOX 21	\$2,499.99*	Human Resources (DU)	Recruitment ads running on air from 8/5/24 – 11/3/24
Lake Superior College	\$9,100.00*	Adult Basic Education (DR)	Provide supplemental instruction and support for up to four sections of

			ENGL/READ 0950 during 2024-2025 school year
Vector Solutions	\$4,300.00*	Special Services (DR)	Vector training for Special Services staff for 2024-2025 school year
Residential Services Inc.	\$16,650.00*	Special Services (DR)	Contractor will provide support services to meet the needs of student IEP for 2024-2025 school year
IT Audit Labs	\$18,000.00*	Technology (DU)	Provide strategic guidance for the information security programs of Duluth Public Schools
IT Audit Labs	\$18,900.00*	Technology (DU)	Vulnerability assessment: Review of recommended remediations and configuration of tests

July 24, 2024

Simone Zurich
Independent School District No. 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear School Board:

We are pleased to serve as the independent auditors for Independent School District No. 709 ("Client") for the year ended June 30, 2024. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$69,550. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

In addition to the audit fee above, we will be adding fees of \$15,450 for accounting consultation and preparation of adjusting journal entries and \$9,780 for financial statement preparation.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

Audit Scope and Objectives

We will audit Client's financial statements and the disclosures, which collectively comprise the basic financial statements, of the Government activities, each major fund and aggregate remaining fund information of Client. **387**

Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Net Pension Liability
3. Information about the District's Other Postemployment Health Care Plan

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Fiscal Compliance Table
2. Schedule of Expenditures of Federal Awards
3. Combining Nonmajor Governmental Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal awards program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting

documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the School Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A report on compliance with requirements for each applicable compliance category contained in the *Minnesota Legal Compliance Audit Guide for School Districts*.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Simone Zunich. Timely completion of this work will facilitate the completion of our engagement.

Engagement Administration

Rob Ganschow will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

We will prepare Client's schedule of leases and lease-related disclosures for the year ended June 30, 2024, from information provided by management. Our fee for this additional service will be a combination of a fee calculated based on the number of leases (software cost) plus time and materials, based on the effort necessary to update any lease information and generate lease schedules and related disclosures.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Annual Information Filings

Our engagement will include the preparation of the Federal Data Collection Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Conclusion and Approval to Proceed

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Wipfli LLP

Wipfli LLP

ACCEPTED: [INDEPENDENT SCHOOL DISTRICT NO. 709](#)

By: *Simone Zunich*
Simone Zunich (Jul 29, 2024 12:36 CDT)

Simone Zunich

Executive Director of Business Services

(Print Name and Title)

Date: 07/29/2024

RTG

Enc.

Revision Date (08/08/23)

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client required pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at www.wipfli.com/privacy-statement for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at wipfli-legal@wipfli.com.

15. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.

BAYFRONT FESTIVAL PARK RENTAL AGREEMENT

Prepared by Park Management Company – Winterfell Management LLC
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, Winterfell Management LLC, Assigned Bayfront Festival Park Manager, herein called the “Winterfell” does hereby give permission to the following:

Organization/Company Name: **ISD 709**
(hereinafter referred to as the “Permittee”)

Address: **Duluth Public Schools, Duluth, MN 55811**

Telephone: **(218) 336-8735**

Email: **adelle.wellens@isd709.org**

Contact Name: **Adelle Wellens**

Name of Event: **Unity in Our Community**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Event Day(s): 8/21/24

Park Hours:	
Musical Entertainment may not start before 11:00 am	
Event Ending time:	Sunday – Thursday: 10:00 pm
Event Ending time:	Friday – Saturday: 11:00 pm

Entire Bayfront Festival Park to Include: Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

Bayfront Festival Park Rental - \$1,650	\$1,650
Damage/Clean-up Refundable Deposit:	\$2,500
Stage Rental	\$630
Garbage/Recycling (\$1,050/day)	\$1,050
Wireless Infrastructure for stage/vendors \$150	TBD
Golf Carts \$125 each	TBD
Porta Potties 24 Regular + 3 ADA (2X Cleaning)	\$1,900
Family Center Bathroom Cleaning \$29/hr	TBD based on actual hours

Total fees due with signed contract: \$ 7,730.00 (Seven thousand seven hundred thirty dollars & zero cents) – payable to Winterfell. All fees must be submitted to Winterfell 30 days prior to your scheduled event.

Plus the Following Permits or Actions being taken by Permittee:

- *Caterers License provided to Winterfell for any alcohol sales or distribution at park*
- *Security plan between Permittee and Duluth Police Department when alcohol is served (#’s 11 & 20-21)*

- *Proper Garbage Service, Containers and Clean Up plan in place (#3)*
- *Proper number of Portable Toilets for size of group (#4)*
- *Tent plan approved by Winterfell – prior to event day (#’s 6-8)*
- *Proof of event insurance provided to Winterfell prior to event day (#’s 13-17)*

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures (“Sublettee(s)”). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT.

MAINTENANCE AND OPERATION

2. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.

3. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site – as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

4. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or Winterfell, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT. PERMITTEE is responsible for cleanliness and maintenance of permanent toilet facilities throughout the contracted dates.

5. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approved roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE’s employees, Sublettees, contractors, agents of PERMITTEE, or its patrons. Winterfell may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

6. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to Winterfell of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a Winterfell park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.

7. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of Winterfell and comply with all applicable codes and laws pertaining to said installations.

8. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, signage or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, removal/covering of existing signage or improvement shall begin until approved by a Winterfell representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.

9. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

10. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.

11. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or their designee. Said number may be adjusted at any time during the EVENT to ensure public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted in accordance with State of MN security rules.

LIMITS OF USAGE

12. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

13. PERMITTEE shall provide Public Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.

14. The CITY, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and Winterfell (Winterfell Management LLC) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and Winterfell. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

15. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) – or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.

16. Neither the City or Winterfell does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.

17. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic/intoxicating beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and Winterfell as additional insured.

HOLD HARMLESS

18. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and Winterfell, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or Winterfell by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or Winterfell, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or Winterfell. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

19. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

20. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

21. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Police Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

22. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advance notice by the CITY, PERMITTEE shall provide all requested financial information related to this event.

WORKER'S COMPENSATION

23. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

24. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to Winterfell in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

25. The CITY reserves the right to unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. Winterfell shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

26. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD PARTY RIGHTS

27. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit Winterfell. No person shall have the right to make a claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

28. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

29. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

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

COPYRIGHT

31. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

32. This Agreement may be terminated by Winterfell upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

33. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.


34. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.

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

Dated this 23rd day of July, 2024

Winterfell Management LLC

By:  _____
President/Managing Partner
Winterfell Management LLC (Winterfell)

By:  _____
Permittee Signature

Exec. Dir. Business Services

Permittee Title

8/5/24 | *Budget: 01E 005 107 000 335 161*

Date

Name/Address of Additional Insured:

Winterfell Management LLC - 1631 E 5th St. Duluth, MN 55812

City of Duluth - 411 W 1st St. Duluth, MN 55802

Duluth Economic Development Authority - 411 W 1st St. Duluth, MN 55802

Great Lakes Aquarium - 353 Harbor Dr. Duluth, MN 55802



MEMORANDUM OF UNDERSTANDING

Standard Response Protocol (“SRP”) Memorandum of Understanding (“MOU”) with The “I Love U Guys” Foundation (“The Foundation”)

This Memorandum of Understanding (“MOU”) between The Foundation and the undersigned School District or Individual School (collectively, the “Organization”) is effective as of the date it is signed by Organization.

Standard Response Protocol Program Description:

The Foundation created its *proprietary* Standard Response Protocol (“SRP”) for campus response based on five actions. When communicating these actions, the action is labeled with a “**Term of Art**” and is then followed by a **Directive**. Execution of the action is performed by active participants, including students, staff, faculty and first responders.

Purpose of Using Terms of Art:

By standardizing vocabulary, all stakeholders can understand the response and status of the event. For students, this provides continuity of expectations and actions throughout their educational career. For faculty and staff this becomes a simpler process to train and drill. For first responders, the common vocabulary and protocols establish a greater predictability that persists through the duration of an incident. Parents can easily understand the practices and can reinforce the protocol. Additionally, this protocol enables rapid response determination when an unforeseen event occurs.

Terms of Art:

- The “Term of Art” **Hold** is followed by the Directive “**In your room or area**” (or announce a location). The action is for the purpose of keeping halls and/or common areas clear until an incident is resolved.
- The “Term of Art” **Secure** is followed by the Directive “**Get Inside. Lock Outside Doors.**” The action associated with Lockout is to bring participants into the Building, and secures the building’s outside perimeter by locking appropriate windows, doors or other access points.
- The “Term of Art” **Lockdown** is followed by the Directive “**Locks, Lights, Out of Sight**” The action associated with Lockdown is to secure individual classroom doors, move away from inside corridor line of sight and maintain silence until first responders release the room.
- The “Term of Art” **Evacuate** is followed by the Directive “**To a Location**” (Where Location is announced.) The action associated with Evacuate is to move students and staff from one location to another.
- The “Term of Art” **Shelter** is followed by the Directive “**Type and Method**” (Where Type is one of the following: For Tornado, For Hazmat, For Bomb. Method is one of the following: And seal, In Silence, Drop, Cover and Hold.) The action associated with Shelter is dependent on the stated Type and Method.

Agreement by Organization:

1. Organization agrees to incorporate SRP in the official, existing, written safety plans for the district or school, as applicable, either in the body or as an addendum or amendment.
2. Organization agrees to appoint an SRP Liaison who will act as the primary contact regarding communication with The Foundation and other department, district or agency SRP Liaisons.
3. Organization agrees to incorporate the SRP using the terms of art and the associated directives as defined in the Program Description.
4. Organization agrees to provide Law Enforcement Agencies having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.
5. Organization agrees to provide Fire Departments having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.

6. Organization agrees to provide Emergency Medical Services having jurisdiction within the district/school with notice of compliance with SRP terms of art and directives.
7. Organization agrees to provide County and/or City Emergency Managers having jurisdiction within the School District with notice of compliance with SRP terms of art and directives.
8. Organization agrees to provide students with training on the SRP at least once per school year.
9. Organization agrees to provide staff with training on the SRP at least once per school year.
10. Organization agrees to drill each action.
11. Organization agrees to provide parents with either printed material or notice of online availability of material at <http://www.iloveguys.org>.
12. Organization is responsible for physical material production of any online resources provided by The Foundation. The District is not required to utilize printing services provided by The Foundation for production of support materials.
13. Organization will engage in a best effort to provide The Foundation with contact information for other agencies, departments, services, schools participating with the School District regarding the SRP.

Agreement by The "I Love U Guys" Foundation:

1. The Foundation agrees to host training materials on the Website available publicly at the Uniform Resource Locator <http://iloveguys.org>. Such training materials may be updated from time to time by The Foundation.
2. The Foundation agrees to provide training materials and support materials online to Organization's staff, students, faculty and parents at no charge to Organization.
3. The Foundation agrees to provide training materials and support materials online to Law Enforcement Agencies at no charge.
4. The Foundation agrees to provide training materials and support materials online to Fire Departments at no charge.
5. The Foundation agrees to provide training materials and support materials online to Emergency Medical Services at no charge.
6. The Foundation agrees to provide training materials and support materials online to County and/or City Emergency Managers at no charge.
7. The Foundation provides hands-on training sessions on request for a charge in locations around the United States. Organization is under no obligation to host or attend these training sessions.
8. The Foundation will notify the SRP Liaison via Written or Electronic communications in the event of new or updated materials available on the Website.
9. The Foundation will maintain a record of all Written or Electronic communication with the Organization.

Updates to SRP: The Foundation may update its SRPs and its Terms of Art from time to time and will notify Organization of any such updates. The Organization agrees to implement any such changes in a reasonable time frame.

Term/Termination: This MOU is effective as of the date it is signed by the Organization and shall continue in effect for two (2) years ("Term"). Organization and Foundation may agree to extend the upon mutual written agreement. Organization may terminate this MOU via Written or Electronic notification at any time. Upon termination, Organization will cease using any Standard Response Protocol materials provided by The Foundation. The Foundation may terminate this MOU upon notice if it determines that Organization is not performing its obligations under this MOU, including using the Terms of Art as they may change from time to time.

Notices: All notices and other communications required or permitted under this MOU shall either be sent by certified mail, return receipt requested, by reputable overnight courier service with confirmation of delivery and addressed to the Parties at their addresses first set forth below or to the email addresses set forth below. The parties shall notify each other if such contact information changes.

No Partnership. Nothing contained in this MOU shall create or be deemed to create a partnership or agency between the Organization and The Foundation.

Counterparts/Electronic Execution. This MOU may be executed in counterparts and digital copies, each of which shall be deemed an original and all of which shall constitute a single instrument.

Name of Organization: ISD 709 Duluth Public Schools

Type of Organization: Public School Public School District Charter School
 Charter School District Private School Private School District Higher Education
 BIE-Operated School Tribally Controlled (BIE-funded) Other

Address/City/State/ZIP: 709 Portia Johnson Dr, Duluth, MN 55811

Authorized Representative Name: John Magas

Signature

Title: Superintendent

Date: 6/27/24

Authorized Liaison Name: Alexandra Neff

Title: Health, Safety, and Environmental Coordinator

Email Address: Alexandra.Neff@isd709.org Phone: 218-336-8700 x 2530

The I Love U Guys Foundation

Authorized Representative: Ellen Stoddard-Keyes

Signature:

Title: Operations Director

Date:

Email to: MOU@iloveguys.org

or Mail to: The "I Love U Guys" Foundation, P.O. Box 489, Placitas, NM 87043



MEMORANDUM OF UNDERSTANDING

Standard Reunification Method (“SRM”) Memorandum of Understanding (“MOU”) with The “I Love U Guys” Foundation (“The Foundation”)

This Memorandum of Understanding (“MOU”) between The Foundation and the undersigned School District or Individual School (collectively, the “Organization”) is effective as of the date it is signed by Organization.

Standard Reunification Method Program Description:

The Foundation created its Standard Reunification Method (“SRM”) for school and district response when the need for a student/parent-guardian reunification is required after any incident. The SRM contains guidelines for structuring an orderly and accountable reunification and includes language and actions that comply with the Incident Command System which is used by outside public safety agencies likely to be involved with a reunification.

Agreement by Organization:

1. Organization agrees to incorporate SRM in the official, existing, written safety plans for the district or school, as applicable, either in the body or as an addendum or amendment.
2. Organization agrees to customize the SRM according to their local and regional structure.
3. Organization agrees to appoint an SRM Liaison who will act as the primary contact regarding communication with The Foundation and other department, district or agency SRP Liaisons.
4. Organization agrees to practice the SRM in their schools at least once per school year.
5. Organization agrees to provide staff with training on the SRM at least once per school year.
6. Organization agrees to provide parents with either printed material or notice of online availability of material at <https://www.iloveuguy.org>.
7. Organization is responsible for physical material production of any online resources provided by The Foundation.
8. Organization will engage in a best effort to provide The Foundation with contact information for other agencies, departments, services, schools participating with the School District regarding the SRM.

Agreement by The “I Love U Guys” Foundation:

1. The Foundation agrees to host training and resource materials on the Website (<https://iloveuguy.org>) available publicly at the Uniform Resource Locator <http://iloveuguy.org>. Such materials may be updated from time to time by The Foundation.
2. The Foundation provides hands-on training sessions on request for a charge in locations around the United States. Organization is under no obligation to host or attend these training sessions.
3. The Foundation will notify the SRM Liaison via Written or Electronic communications in the event of new or updated materials available on the Website.
4. The Foundation will maintain a record of all Written or Electronic communication with the Organization.

Updates to SRM: The Foundation may update its materials and Terms of Art from time to time and will notify Organization of any such updates. The Organization agrees to implement any such changes in a reasonable time frame.

Term/Termination: This MOU is effective as of the date it is signed by the Organization and shall continue in effect for two (2) years ("Term"). Organization and Foundation may agree to extend the upon mutual written agreement. Organization may terminate this MOU via Written or Electronic notification at any time. Upon termination, Organization will cease using any Standard Response Protocol materials provided by The Foundation. The Foundation may terminate this MOU upon notice if it determines that Organization is not performing its obligations under this MOU, including using the Terms of Art as they may change from time to time.

Notices: All notices and other communications required or permitted under this MOU shall either be sent by email to the email addresses set forth below or by certified mail, return receipt requested, by reputable courier service with confirmation of delivery and addressed to the Parties at their addresses first set forth below. The parties shall notify each other if such contact information changes.

No Partnership. Nothing contained in this MOU shall create or be deemed to create a partnership or agency between the Organization and The Foundation.

Counterparts/Electronic Execution. This MOU may be executed in counterparts and digital copies, each of which shall be deemed an original and all of which shall constitute a single instrument.

Name of Organization: ISD 709 Duluth Public Schools

Address/City/State/ZIP: 709 Portia Johnson Dr, Duluth, MN 55811

Authorized Representative Name: John Magas



Signature

Title: Superintendent

Date: 6/27/24

Email Address: Liaison: Alexandra Neff - Health, Safety, and Environmental Coordinator

Phone: Alexandra.Neff@isd709.org
218-336-8700 x 2530

The I Love U Guys Foundation Authorized Representative:

Signature:

Title:

Date:

Email to: SRM_MOU@iloveguys.org

or Mail to: The "I Love U Guys" Foundation, PO Box 919, Conifer, CO 80433

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 Duluth Area Family YMCA, hereinafter called "Duluth Y."

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Duluth Y 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 30, 2027, 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 Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs - K.E.Y. Zone and its functions at the following sites:

- Lowell Elementary School
- Lester Park Elementary School
- Laura MacArthur Elementary School
- Congdon Park Elementary School
- Homecroft Elementary School
- Lakewood Elementary School
- Stowe Elementary School
- Piedmont Elementary School
- Myers-Wilkins Elementary School

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

Addendum 1 - Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

4. Allowable Expenses/Shared Change in Net Profits. In consideration of the performance of Duluth Y of its obligations pursuant to this Agreement agree to spend according to the budget which will include the following:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, insurance, staff training, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y. In addition, expenses will include a 15% administrative fee. The administrative fee of 15% will be based on total expenses for the month. Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request.

At the end of each month the Duluth Y will provide the District a Statement of Activities showing all revenues and expenses for each month and contract to date.

At the end of the fiscal year for the District - June 30, 2025, June 30, 2026 and June 30, 2027, the Duluth Y will either bill or reimburse the District, 50% of the change in net assets.

Duluth Y 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. Propriety of Expenses. The District can question any expense item. District reserves the right to offset any disallowance of any item or items at any time under this Agreement by increasing future payments to the District. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by the Duluth Y 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 the Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

7. Independent Contractor. Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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. Indemnification. The Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by the Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of the Duluth Y's negligence or that of its agents or (3) the Duluth Y's failure to comply with any law of any governmental authority, provided, however, that the Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in turn, shall indemnify the Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on

behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

9. **Notices.** All notices to be given by the Duluth Y to the District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered: ISD 709, Duluth Public Schools, Attn: Community Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by the District to the Duluth Y shall be deemed to to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st. St., Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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 (60) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** The Duluth Y 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.** The Duluth Y shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The Duluth Y shall maintain such insurance in force and effect throughout the term of the contract.

The Duluth Y is required to maintain and furnish satisfactory evidence of the following insurance policies:

Workers' Compensation Insurance: The Duluth Y 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: The Duluth Y 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 Haggan, CFO 41-0693931 7-24-24
 Contractor Signature SSN/Tax ID Number Date
Anthony Haggan _____ 7/22/24
 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:

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

04	E	005	570	321	305	272
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

7-24-24
 Date

Key Zone Staffing Design

ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Program Director: The Director oversees all aspects of program implementation, staffing, evaluation and communication between all sites and program partners. This position oversees program compliance with state and organizational policies and procedures. The Director supervises the Site Coordinators and participates in performance reviews for all Key Zone staff.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, weekly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or club instructors.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/Lead Staff: Youth Specialists/Lead Staff maintain a safe and engaging learning environment for youth in an after-school and summer program setting. Staff plan and implement high-quality academic and enrichment activities catered to youth's interests and needs. Staff receive training in child development strategies, building safety, and behavior management strategies. The number of staff needed per site depends on the number of children enrolled to stay within student-to-staff ratio.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in view of staff.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 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 7/1/2024 and shall remain in effect until 8/31/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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:

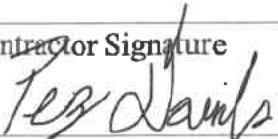
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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.

Contractor Signature 	SSN/Tax ID Number	Date
Program Director		7/24/2024 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	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	


Date

EMAILED

JUL 30 2024

TO: Brett

INVOICE

NUMBER: 0003

BILL TO:

Accounts Payable
709 Portia Johnson Drive
Duluth, MN 55811
ap.vendor@isd709.org

FROM:

Neighborhood Youth Services, Inc.
518 N Lake Ave Apt. 2
Duluth, MN 55805
(609) 774-6517
duluthnys@gmail.com

DATE: 07/30/2024

DESCRIPTION OF EXPENSES	UNIT COST	QTY	COST
Wages & Salary			
Senior Youth Specialist	\$21.50	24	\$516.00
Youth Specialist	\$21.00	160	\$3,360.00
Youth Specialist	\$20.00	160	\$3,200.00
Director of Youth Programs	\$28.85	160	\$4,615.38
Director of Community Engagement	\$28.85	160	\$4,615.38
Total Wages & Salary			\$16,306.77
Tax/Fringe			
FICA - Social Security	\$16,306.77	6.20%	\$1,011.02
FICA - Medicare	\$16,306.77	1.45%	\$236.45
Total Tax/Fringe			\$1,247.47
Program Supplies			
Food Supplies			\$1,519.60
Recreation Supplies			\$227.61
Emergency Supplies			\$83.91
Cleaning & Maintenance			\$343.22
Total Program Supplies			\$2,174.34
Marketing			
Website			\$18.00
Advertising			\$1,210.27
Total Transportation			\$1,228.27
Transportation			
Maintenance			\$24.99
Gas			\$882.69
Total Transportation			\$907.68
TOTAL EXPENSE			\$20,636.26

RECEIVED

JUL 30 2024

ACCTS PAYABLE

Ermine Zwick

TO A/P 7.30.24

Checks should be made out to: Neighborhood Youth Services Inc.

01E 005 211 161 304 013



*By mail
6.27.24*

Seesaw, Inc.
548 Market Street
PMB 98963
San Francisco, CA 94104 US
Billing: ar@seesaw.me

Bill To
Duluth Independent School District 709
709 Portia Johnson Drive
Duluth Minnesota 55811

End User
Duluth Independent School District 709

Contract Summary

Order Form Number: Q-35660	Payment Terms: Net 30
Expiration Date: August 30, 2024	Billing Frequency: Upfront
Contract Start Date: September 1, 2024	Contract End Date: August 31, 2025
Contract Subscription Term: 12.0 months	
Contract Notes:	
	Grand Total: USD 22,999.20

Duluth Independent School District 709

Product Name	Description	Quantity	Subtotal
Seesaw for Schools	Engaging multimodal learning tools that allow students to show what they know (photo, video, audio, drawing, and more). Comprehensive subject coverage to supplement your core-curriculum with thousands of ready-to-teach, standards and curriculum aligned PreK-6 lessons in the Seesaw Library. A School & District Library to input content you already use and leverage Seesaw's multimodal tools.	1.00	USD 22,999.20

Duluth Independent School District 709 TOTAL: USD 22,999.20

01 E 01A 030 000 406 030



Name: _____
Title: _____

Email: _____
Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: _____
Title: _____

Email: _____
Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: _____
Title: _____

Email: _____
Phone: _____

School Address

Address: _____
State: _____

City: _____
Zip/Post Code: _____

Purchase Order Information

PO Number
(if
required): _____



Tax Information

Is your school or district tax exempt?

Yes

If yes, please provide your tax ID number

41-6003776

Terms and Conditions

Upon signing by Customer and submission to web.seesaw.me or your sales representative, this Order Form shall become legally binding unless this Order Form is rejected by Seesaw Learning, Inc. for any of the following reasons: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Sales and use tax, if applicable, will be shown on your invoice. Tax exempt customers will be asked to provide proof of exemption. Total amount does not include sales/value added/applicable withholding taxes as required by local jurisdiction. If Seesaw is responsible for collecting and remitting taxes, the taxes will be invoiced to customer, unless customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority.

This Order Form is governed by the terms of the Seesaw Learning, Inc. Master Services Agreement ("Agreement") found [here](#) unless (i) Customer has a written master services agreement executed by Seesaw Learning, Inc. for the Services, in which case such written subscription agreement will govern or (ii) otherwise set forth herein. By signing below, the parties agree to be bound by the Agreement.

Customer

Company: Augusta Public Schools
Signature: Simone Zunic
Name: Simone Zunic
Title: Exec. Dir. Business Services
Date: 7-8-24
Email: simone.zunic@isd709.org

Seesaw Learning, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____



SECURITY OFFICER SERVICES CONTRACT: ADDENDUM

With the exception of the changes indicated below all terms and conditions of the previous Security Officer Services Contract shall remain in full force and effect herein by reference.

Client: ISD 709

Effective Date: 9/6/2024

SCHEDULE OF BILLING RATES

Position Hourly	Rate	Overtime and Holiday Rate
Security Officer	\$ 40.00	\$ 40.00

Overtime will be billed as incurred for all hours in excess of the baseline schedule.

Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

The above billing rates shall apply for the duration of this contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws.

Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

ISD 709
11 East Superior St #450
Duluth, MN 55803

By: 
By: Brad Duffy (Jul 30, 2024 09:39 CDT)

By: 
By: Simone Zunich (Jul 30, 2024 09:29 CDT)

Name: Brad Duffy

Name: Simone Zunich

Title: President

Title: Exec. Dir. Finance & Business Services

Date: 07/30/2024

Date: 07/30/2024

MEMORANDUM OF AGREEMENT

**between the University of Minnesota Duluth
and Independent School District 709**


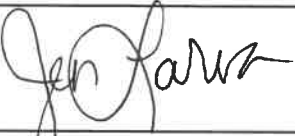
Term of Agreement: 2024-2025

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2024-2025 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. Hybrid and/or online course modalities may be approved by UMD on a course by course basis. Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a Course Permission Form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only. The CITS class must maintain at least 30% of students enrolled in the course for college credit versus high school credit only. Any course not meeting this enrollment requirement, will need CITS program approval.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and all of the World Languages classes (French, German, and Spanish) are limited to a maximum of 25 students. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.
- Provide UMD CITS program staff with a copy of the final class syllabi and the side-by-side assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zurich		7/24/24
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		7/11/24

cc:

Joan Lancour, Executive Assistant to the Directors of Curriculum & Instruction
Nathan Glockle, Principal, Academic Excellence Online (AEO) High School
Tom Tusken, Principal, Denfeld High School
Kelly Flohaug, Principal, Duluth East High School

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall & Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Fall	Jones, Greg
GER 1201	Intermediate German I	4	25	Fall	Lull, Emily
GER 1202	Intermediate German II	4	25	Spring	Lull, Emily
MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Weight Training	1	24	Fall & Spring	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall & Spring	Nachbar, Catherine
SPAN 1201	Intermediate Spanish I	4	25	Fall	Kroll Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	25	Spring	Kroll Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall & Spring	Sorenson, Stuart

Notes (Duluth East only):

Math 1296 is now a 4-credit course

Updated 3/12/2024 JDA



Duluth Public Schools

Every Student. Every Day.

EMPLOYMENT

Engineer



Child Nutrition



Paraprofessional



Transportation



REACH

OUR ENTIRE AUDIENCE

FOX 21 LOCAL NEWS **ANTENNA TV**

www.FOX21online.com

Starts 8/05/24 & Ends 11/03/24



- 3 spots/wk. M-F 7-9a Morning NEWS on FOX 21
 - 2 spots/wk. M-F Family Feud 9-10a
 - 5 spots/wk. M-F Drew Barrymore/Jennifer Hudson Shows 1p-3p
 - 2 spots/wk. M-F Family Feud 4:30-5:30p
 - 2 spots/wk. M-Sun Fox Comedy Block 10p-2a
 - 1 spot/wk. M-Thur Late NEWS on FOX 21 9-10p
 - 9 spots/wk. M-Sun in Rotation on FOX 21 TV Sign On to Sign Off
 - 25 spots/wk. Airing M-Sun 6a-2a on FOX 21 TV Every Week!**
- A Grand Total of **325 Spots** Airing on FOX 21 TV over 13 weeks.

- Plus,
- 25 spots/wk. Airing Mon-Sun 5a-2a on Antenna TV Every Week!**
- A Grand Total of **325 Spots** Airing on Antenna TV over 13 weeks.

AND...

- 3000** Digital impressions per week, linking from fox21online to your url of choice.
- A Grand Total of 39,000 Impressions using 300x250 320x50 & 728x90 ads

We could link to: <https://www.isd709.org/careers/apply-now>

ISD # 709 Will Get Exposure Every Day - Monday through Sunday as shown above.
 You Will Reach Our TOTAL Audience - Two Different Stations – And Our High Traffic Website too!
50 - (:30) Second Commercials and 3000 Impressions every week!

A Combined Total of **650** (:30 Second) Commercials & **39,000** Digital Impressions Over 13 Weeks!

Just \$2499!

Ok'd By:

Starts 8/05/24 & Ends 11/03/24

Your **RECRUITING CONNECTION**

FOX 21 **ANTENNA TV**

DULUTH · SUPERIOR

www.FOX21online.com



Contact: Cavan Timm
 Email: ctimm@kqdsfox21.tv
 Cell: **218-590-5285**

This 13 Week Recruiting Offer Includes:
 A Combined Total of 650 (:30) Second TV Ads &
 A Combined Total of 39,000 Digital Impressions!

Contract Number: LSC-2024-043483

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE) (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2024-25 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2024-25 academic year. Optional based on LSC need and DAE availability.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2024- 25 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955 during the 2024-25 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desk top computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by STATE AGENCY pursuant to this Agreement shall be paid by MINNESOTA STATE as follows:

Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of Nine Thousand One Hundred and 00/100 Dollars (\$9,100.00) for instructional staff during the 2024-25 academic year.

- b. Terms of Payment. Payment shall be made by MINNESOTA STATE within thirty (30) days after the STATE AGENCY has presented invoices for services performed to MINNESOTA STATE.

3. CONDITIONS OF PAYMENT. All services provided by the STATE AGENCY pursuant to this Agreement shall be performed to the satisfaction of the MINNESOTA STATE, as determined at the sole discretion of its Authorized Representative.

4. TERMS OF AGREEMENT. This agreement shall be effective August 20, 2024, or upon the date that the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until June 30, 2025, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Cary Komoto, Dean of Liberal Arts & Sciences

Address: 2101 Trinity Road, Duluth, MN 55811

Telephone: +1 218-733-5969

E-Mail: cary.komoto@lsc.edu

- b. The STATE AGENCY'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager
Address: 709 PORTIA JOHNSON DR, DULUTH, Minnesota 55811
Telephone: +1 218-336-8725
E-Mail: angie.frank@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.
10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.
 - a. MINNESOTA STATE shall own all rights, title and interest in all of the materials conceived or created by STATE AGENCY, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

STATE AGENCY hereby assigns to MINNESOTA STATE all rights, title and interest to the MATERIALS. STATE AGENCY shall, upon request of MINNESOTA STATE, execute all papers and perform all other acts necessary to assist MINNESOTA STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by STATE AGENCY, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to MINNESOTA STATE by STATE AGENCY, its

employees and any subcontractors and STATE AGENCY, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of STATE AGENCY obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. STATE AGENCY represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.
11. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.
12. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
13. OTHER PROVISIONS. None.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709 DULUTH ADULT EDUCATION PROGRAM (DAE)

By (authorized signature) Simone Zunich
<small>DocuSigned by:</small> <i>Simone Zunich</i>
<small>17046497...</small> Title Executive Director of Business Services
Date 8/2/2024 9:58:14 AM CDT

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) Lynn M Lindahl
<small>DocuSigned by:</small> <i>Lynn M Lindahl</i>
<small>1744280480...</small> Title Administrative Assistant, LAS
Date 8/2/2024 10:34:39 AM CDT

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature)
Title
Date

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)
Title
Date

**Scenario Learning, LLC Order Form
Schedule A****Date:** Thursday, July 11, 2024**Client Information**

Client Name: Duluth Public Schools	
Address: 713 Portia Johnson Drive Duluth, MN 55811	
Primary Contact Name: Jason Crane	Primary Contact Phone: (218) 336-8741

Agreement Term

Effective Date: 10/01/2024	Initial Term: 9 months
-----------------------------------	-------------------------------

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Invoicing AP		
Billing Address: 709 Portia Johnson Drive Duluth, Minnesota 55811		Billing Phone: (218) 336-8708
		Billing Email: ap.vendor@isd709.org
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
SLSS-SWL	K-12 Employee Site Wide License - Annual Subscription	Vector Training, K12 Edition - Employee Site Wide License - Annual Subscription	1	\$6,300.00	\$6,300.00

Annual Total: \$6,300.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
OTD	One-Time Discount	Discount for: Vector Training, K12 Edition - Employee Site Wide License - Annual Subscription	1	(\$2,000.00)	(\$2,000.00)

One-Time Total: (\$2,000.00)

Total (including Annual and One-Time): \$4,300.00

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Effective Date Named Users) will be invoiced at the retail per Named User fee at the end of each calendar quarter thereafter (the "Measurement Date"). Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent periods after the Measurement Date.
2. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS ORDER FORM WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT THE ORDER FORM'S THEN CURRENT FEES AND THEN CURRENT MAXIMUM NUMBER OF NAMED USERS (OR ACTUAL NUMBER OF NAMED USERS, IF GREATER), UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE ORDER FORM AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between

the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.

- 5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

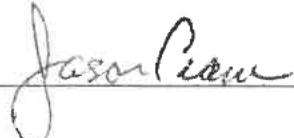
Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Scenario Learning , LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

By:  Justin Moore

By: 

Printed Name: Justin Moore

Printed Name: Jason Crane

Title: Director of Sales

Title: Director of Special Education

Date: 7/29/2024

Date: 7/22/24

01 E 005 4120 740 433 000



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

THIS AGREEMENT, made and entered into this 9th day of July, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 22, 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.**

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

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

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

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

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

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

Fees

The date of service will begin *July 22, 2024* and shall not extend beyond *June 5, 2025*, the contract not to exceed *24 days and 4 days per week, 2 hours per day (July 22, 2024 - August 29, 2024)* and *169 days and 5 days per week, 3 hours per day (September 3, 2024 - June 5, 2025)*. The district agrees to reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$16,650.00**

for the time worked with [REDACTED] while participating in school activities.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30.00 hourly and \$ 16,650.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 2900 Piedmont Avenue, Duluth, MN 55811.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature Recd - 41-1296663 7/9/24
State - 5268612 Date
SSN/Tax ID Number


 Program Director 7/9/24
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	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 7/9/24
Date

Response to request Proposal: **vCISO - Strategy and Planning Services**

Objective: The objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools.

Security Strategy and Roadmap: IT Audit Labs in partnership with Duluth Public Schools collaborating to develop a comprehensive cybersecurity strategy and roadmap aligned with the Duluth Public Schools goals and objectives.

Consulting Services Contract:

Retainer:

Monthly Billing	\$1,500
Number of Months	12
Total Cost of Project	\$18,000

IT Audit Labs will provide up to 3 hours of remote IT Security leadership per month. IT Audit Labs will bill a minimum of a \$1,500 monthly retainer under this agreement. Monthly unused hours will not be credited. Additional vCISO hours are available at \$500.00/hour.

Additional Service Rates:

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis or fixed fee depending on the project or needs. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates below.

The rate for additional Time and Material services will be between \$250 and \$500 per hour, depending on the complexity and scope of the services requested.





Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 6pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

Contract Agreement:

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client’s personnel’s availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

Actual Charges:

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client’s personnel’s availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

Invoice/Billing Terms

- ❑ All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement. Invoicing will be billed monthly for term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for \$18,000.
- ❑ IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- ❑ If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client’s notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- ❑ All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.



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Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data and current business system applications.

Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

IT Audit Labs:

By: DocuSigned by:
Kelly S Venghe
08780087620401...

Title: Sr Program Manager

Date: 4/19/2024

Customer:

By: Imine Znuich

Title: Exec. Dir Business Svc

Date: 7/22/24



Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates table below.

Service Rates:

Rate Per day	\$1,800
Number of Days	10.5
Total Cost of Project	\$18,900*

*50% due up front**

Note: Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 8pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

IT Audit Labs Standard Rates are reviewed annually and increased based on prevailing economic factors, effective January 1 each year. In recognition of our partnership, IT Audit Labs will provide a rate concession on the then-current IT Audit Labs Standard Rates for Services provided under this Statement of Work.

VI. Reimbursable Expenses

Expenses to be reimbursed by Client under this SOW, if any, are as follows:

- ❑ Vulnerability Assessment: Review of recommended remediations, and configuration of tests.
- ❑ All materials, travel, and any other direct costs will be billed at actual cost.
- ❑ All out of pocket expenses as specified in the Agreement.
- ❑ One-way travel time is chargeable at fees defined in the Service Rates.
- ❑ Charges will be made for round trip mileage (in accordance with IRS standards).
- ❑ IT Audit Labs consultants are permitted to book direct flights and shorter layovers if the airfare is not considerably more than travel options with multiple stops and longer layovers.
- ❑ IT Audit Labs consultants are permitted to utilize Hertz for all car rentals. IT Audit Labs has preferred rates with Hertz and related insurance coverage.





5. Determine effectiveness of remediating controls by attempting to bypass EDR/Firewalls.
6. Utilize Open-Source and proprietary tools to exploit systems with the goal of achieving success metrics defined in the scoping call.
7. Collect information to generate a report to explain all attack paths, possible configuration errors, and penetration test findings.
8. Monitor/record changes made throughout the environment to ensure a successful and expeditious cleanup post-test.
9. Conclude the test by removing all tools/artifacts/code snippets/configuration changes made during the testing cycles.

IX. Reporting and presentation

ITAL will provide **DULUTH PUBLIC SCHOOLS** with an executive summary debrief for each of the above tasks at completion.

- ❑ **Vulnerability Assessment:** Review of recommended remediations, and configuration of tests.
 - Provide a C-Level report as well as a technical report outlining the findings and recommended remediations by priority within the vulnerability management plan.
- ❑ **Penetration Test:** Review (dependent on findings) to go over the exploit paths and findings.
 - Provide a C-Level report as well as a technical report outlining the findings//recommended remediations, configurations, and tests.
- ❑ **Immediate Notification Protocol for Critical Findings**
 - **Policy:** Should a critical issue be discovered at any point during the testing phase, we will immediately inform our project sponsor.
 - **Procedure:** Upon identification of a critical vulnerability or security risk, the testing team will promptly communicate this finding to the designated project sponsor to ensure swift action and remediation. This protocol is designed to minimize potential risks and facilitate rapid response to pressing security concerns.





8. Identify any out-of-scope attack tactics.
 - a. Phishing//Credential Harvesting//Brute-Forcing//DoS//DdoS//etc
9. Provide communication plan for duration of penetration test.
10. Confirm that an ITAL testing box will be provided with Preconfigured tools and that it will be accessible externally.
11. Confirm that access to the in-scope subnets can be provided.
12. Confirm that firewalls/rules can be configured to allow remote access to the device from predefined locations//IP addresses.
13. Complete PE Authorization Form for DULUTH PUBLIC SCHOOLS signature

IX. External Assessment

1. Scan each subnet with Tenable Nessus utilizing the professional license, credentialed scans, credentialed patch audits, configuration scans, etc.
2. Review the findings returned by Tenable Nessus and categorize vulnerabilities into High/Medium/Low priority.
 - a. These priorities will be categorized not just by the CVE score, or the severity returned by the Vulnerability scanner, but also by ease-of-remediation and prevalence within the environment.
3. Conduct thorough investigation of Duluth Public Schools infrastructure presence available on the open Internet to include DNS, subdomain, username/email, sensitive documents, etc.
4. Maintain communication throughout the process and conduct meetings with stakeholders/system-owners to review findings and suggest remediation paths.

IX. Internal Assessment

IT Audit Labs will utilize tools to examine the network security posture.

1. Remote into the in-scope subnets and begin manual exploitation attempts of vulnerabilities identified through Nessus scan.
2. Attempt to capture valid network credentials with inline network access. Whether successful or not, obtain credentials to conduct further scanning with access to Active Directory domain(s).
3. Manually enumerate possible vulnerabilities and exploit-paths to compromise systems and bypass remediating controls
4. Test Lateral movement throughout the environment.



ultimate goal of escalating privileges and accessing sensitive data.

- **Approach:** Leverage existing user credentials to perform thorough network scans, applying specialized tools to exploit identified vulnerabilities and assess the availability of sensitive information on the network.

DULUTH PUBLIC SCHOOLS Project Timeline

IX. Post SOW Scoping Call:

A scoping call involving ITAL and Duluth Public Schools project team members. The purpose of this call is to discuss and finalize the scope of work outlined in the Statement of Work (SOW).

Goals and deliverables:

Duration: Approximately 1 hour

Participants: Key personnel from the Duluth Public Schools and ITAL project teams.

1. Identify the goals of the penetration test.
2. Establish success metrics.
3. Determine testing methodology:
 - a. Adversarial Attack/Defend
 - b. Audit-Only with no active Defense.
 - c. Assumed Breach//Full-service
4. Identify key project team members at ITAL and Duluth Public Schools
 - a. Emergency Points of Contact
 - b. Working-hours Points of Contact
5. Provide Testing Methodology:
 - a. Vulnerability Scanning/Testing
6. Identify the project Scope
 - a. Internal Subnets
 - b. External Subnets
 - c. Internal Defenses
 - d. External Defenses
 - e. Critical // Out-of-Scope systems
7. Identify Credentials to be used for Vulnerability Scanning
 - a. Provide DULUTH PUBLIC SCHOOLS with instructions to create credential groups if necessary.



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formulating targeted strategies in subsequent phases of testing, enhancing the effectiveness of security assessment.

- **Port Scan:** This technique is utilized to probe a server or network device systematically to identify which ports are open and listening. By sending client requests to various ports and analyzing the responses, a port scan reveals which services are active and potentially vulnerable to exploitation.
 - **Vulnerability Scan:** This process involves a systematic examination of systems or networks to identify and quantify security vulnerabilities. Utilizing specialized scanning tools, the scan assesses exposed points within an infrastructure to pinpoint weaknesses that could be exploited by attackers.
 - **Manual/Automated Exploit Attempts:** - This entails a diligent search for vulnerabilities that automated scans may not detect, leveraging findings from these scans to exploit known issues, comprehensively assessing the risks associated with identified vulnerabilities, and documenting any mitigating controls in place.
 - **Password Attacks:** - A critical component of external penetration testing involves conducting password attacks. These attacks leverage open-source intelligence and exploit documented vulnerabilities to enhance the likelihood of success while circumventing existing security measures. Such strategies provide valuable insights into deficiencies within password policies, account lockout procedures, and multi-factor authentication systems.
- **Internal Penetration Test**
- **Duration:** Five days of testing followed by one day dedicated to reporting.
 - **Uncredentialed Testing:**
 - **Objective:** Monitor and analyze network traffic within the internal network to identify methods of capturing credentials and observing data flows.
 - **Methodology:** Utilize network security tools to capture traffic and analyze it for potential security lapses and points of data leakage.
 - **Non-Admin Credentialed Scan:**
 - **Objective:** Enumerate and scrutinize the network using specific credentials to identify and exploit vulnerabilities, with the





Prepared for Duluth Public Schools

April 18, 2024

Response to request Proposal: **Internal / External Penetration Test and Application Assessment**

Objective: The objective of the external penetration test is to assess the security of Duluth Public School's external-facing systems and networks from the perspective of an external attacker. This test aims to identify and exploit vulnerabilities that could potentially be leveraged to gain unauthorized access or compromise sensitive information.

Approach: This is a gray box penetration test (credentialed & uncredentialed assessment), which will assess the technical security controls of Duluth Public School external network and internal network. We will leverage the Internet and some information that you provide us.

The test consists of three phases:

- ▣ **External Security Assessment:** Four days of testing, followed by a half-day dedicated to reporting.
- ▣ **Internal Security Assessment:** Five days of testing followed by one day dedicated to reporting.

Total Testing time: Nine days of testing, one and a half days of reporting. Eighty-four Total hours.

- ▣ **External Security Assessment:** This phase will provide an external view through the lens of a threat actor by evaluating the resiliency of the organizations network perimeter. We will work to discover the technical weaknesses exposed to the internet.
 - **Open-Source Reconnaissance (OSINT):** This process involves the strategic utilization of publicly accessible resources to gather sensitive information about an organization. By examining data available in the public domain, we can identify critical details such as the technologies employed by the organization and potential usernames. This intelligence is crucial for



IT Audit Labs consultants will retain receipts for all travel expenses, but these detailed receipts will NOT be provided to Client unless requested to verify a travel expense

VII. Actual Charges

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

VIII. Software Licenses and Fees

As required, all proprietary and third-party software, license costs and related fees are separate and will be agreed to in a separate "Purchase and Sales Agreement", Quote and/or End User License Agreements (EULA(s)) between the applicable parties.

IX. Invoice/Billing Terms

- ❑ All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement.
- ❑ IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- ❑ If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

Critical Success Factors

- ❑ English will be used as the common business language.
- ❑ All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- ❑ Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- ❑ Client agrees to provide IT Audit Labs resources with online, local and remote access capability as well as appropriate workspace if on-site presence is required.
- ❑ As required, Client agrees to have in place any required onsite hardware and network with sufficient capacity to support all initiatives.





Client agrees to provide commercially viable network communications necessary to support each business location.

If additional environments are required during the term, IT Audit Labs will assist Client to determine options for hosting additional environments and suggest efforts to manage the utilization (i.e. additional environments can be "turned off" when they are not being used to minimize any additional costs). The costs of these environments are the responsibility of Client and are not included in the scope of this SOW.

With the exception of application support tickets, which are governed by Service Level Objectives, IT Audit Labs will work with client to determine a mutually agreeable delivery schedule for all other Advantage support services.

IT Audit Labs:

By: DocuSigned by:
Kelly S Venghe
DB78D087629D401...
Title: Sr Program Manager
Date: 4/18/2024

Customer:

By: Imine Znuich
Title: Exec. Dir. Business Services
Date: 4/26/24



**No Cost Contracts Signed
July 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
Center for Alcohol and Drug Treatment	TLE	Encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools

Agreement

Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709

I. BACKGROUND AND INTENT

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

II. ROLES AND RESPONSIBILITIES

Roles of the Center for Alcohol and Drug Treatment and ISD #709

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of the Center for Alcohol and Drug Treatment

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services

to students at a regularly scheduled time and place for each of several sites as agreed upon by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.

2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.
6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.
9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3rd party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.

13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.
2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.
4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.
5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 6-16-2024 and will continue through 6-15-2025 unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

Data Collection. Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

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 the contract until the results of the criminal background check(s) are on file.

If Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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.

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.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

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.

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

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.

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.

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.

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.

Mutual Consent to Collaboration. Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

Tina Silverness

Date: 07/11/2024

Tina Silverness, Center for Alcohol and Drug Treatment

Simone Zurich

Date: 7/10/24

Simone Zurich, Director of Business Services, ISD #709

**Revenue Contracts Signed
July 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
Essentia Health	\$325,000.00*	Athletic Departments	Essentia Health agrees to make a financial contribution to DPS for use toward its athletic and student wellness programs

SPORTS MEDICINE SERVICES AGREEMENT
(With Sponsorship Contribution)

THIS SPORTS MEDICINE SERVICES AGREEMENT (“Agreement”) is entered into as of January 1, 2025 or the date of the last parties’ signature below, whichever is later (the “Effective Date”) and is by and between St. Mary’s Duluth Clinic Health System on behalf of itself and its affiliates (“Essentia Health”) and Independent School District #709 d/b/a Duluth Public Schools (“School”).

RECITALS

WHEREAS, Essentia Health is a nonprofit health system dedicated to the promotion of health and welfare and provides health care services, including sports medicine services, in and around the community where School is located; and

WHEREAS, School conducts various athletic events and activities for eligible student participants (individually, a “Student” and, collectively, the “Students”), and desires to contract with Essentia Health for sponsorship and services relating to the same; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter recited, the parties agree as follows:

AGREEMENT

1. *Essentia Health Responsibilities.* In consideration for School’s recognition of Essentia Health as the exclusive health care industry sponsor of School’s athletic events and program, Essentia Health agrees to the below obligations and responsibilities.

1.1 **Sports Medicine and Related Services.** Essentia Health shall provide certified athletic trainer(s) to School to perform any rehabilitation, taping, evaluations, or other related athletic training services to Students for home games, training room coverage, home tournament coverage for any level, practice coverage, first aid and emergency care, treatment of injuries (subject to physician supervision and modality limitations), injury assessment (including making appropriate recommendations for medical evaluation and treatment as warranted by the circumstances), injury reporting, and other related athletic training services as mutually agreed between the parties (collectively, the “Services”).

1.2 **Supplies.** Essentia Health shall provide the basic medical supplies required to furnish the Services up to an amount equal to One Thousand Dollars (\$1,000) per year during each Term of this Agreement.

1.3 **Standards.** The Services shall be provided in accordance with all applicable statutes, regulations, and accrediting bodies. Essentia Health shall determine and select the individual(s) assigned to provide Services to School; provided, however, that School may, in its sole discretion, request Essentia Health remove an individual providing Services hereunder, in which case Essentia Health shall use its best efforts to substitute another qualified athletic trainer.

1.4 **Sponsorship Contribution.** Essentia Health agrees to make a financial contribution to School in the amount of Three Hundred and Twenty-Five Thousand Dollars (\$325,000) for use towards its athletic and student wellness programs (the “Sponsorship Contribution”). The Sponsorship Contribution will be paid out in five (5) equal

installments of Sixty-Five Thousand Dollars (\$65,000) each during the Term, with the first such installment paid to School within thirty (30) days from the Effective Date and all subsequent annual installments paid to School within thirty (30) days from the corresponding Renewal Term.

2. *School Responsibilities.* In consideration of Essentia Health's Services and Sponsorship Contribution herein, School agrees to the below obligations and responsibilities.

2.1 Exclusive Health Care Industry Sponsorship. School agrees to identify and acknowledge Essentia Health as the exclusive health care industry sponsor of School's athletic events and program, which sponsorship includes but is not necessarily limited to, those marketing and advertising opportunities set forth on Exhibit A, attached hereto.

2.2 Duties. School agrees to provide the following to facilitate the effective provision of Services by Essentia Health:

2.2.1 providing all necessary basic medical supplies costing over and above the annual One Thousand Dollar (\$1,000) amount provided by Essentia Health required to furnish the Services;

2.2.2 facilitating communication with Essentia Health in connection with the provision of Services;

2.2.3 providing Essentia Health with sports competition schedules prior to the first scheduled sporting event for the upcoming regularly scheduled athletic season together with practice schedules in advance as necessary to ensure coverage by Essentia Health personnel;

2.2.4 confirming the health history and consent for treatment forms are obtained and returned to School for each Student to the extent required under School and any state High School League participation requirements; and

2.2.5 to the extent applicable pursuant to the Services provided hereunder, recognize the responsibility and authority of an Essentia Health medical professional to make a final determination regarding each Student's ability to safely participate in athletic events and practices, and to communicate the same to applicable School personnel (e.g., coaches, etc.).

3. *Term and Termination.* The term of this Agreement is Five (5) years, effective as of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year periods (each, a "Renewal Term"). The Initial Term and each Renewal Term is referred to herein as the "Term." Notwithstanding the stated Term, this Agreement may be terminated as follows:

3.1 By Essentia at any time upon not less than sixty (60) days' prior written notice;

3.2 By either party at any time in the event that the other party is in material breach of any provision of this Agreement and the breaching party has not cured the breach within thirty (30) days of receipt of notice from the non-breaching party;

- 3.3 By either party at any time in the event that (i) the business of either party is terminated or suspended, (ii) a petition for bankruptcy is filed by or against either party, (iii) a receiver is appointed on account of either party's insolvency, or (iv) any assignment is made of either party's business for the benefit of its creditors; or
- 3.4 By Essentia Health, immediately upon notice to School if, in Essentia Health's sole discretion, termination is necessary to preserve the quality of patient services or to protect the health, safety, or welfare of patients, employees, or other persons.
4. **Insurance.** School agrees to maintain throughout the Term of the Agreement, at its sole cost and expense, insurance coverage in sufficient amounts to cover the work being performed by School pursuant to the Agreement. Such coverage must cover all of School's obligations hereunder, including, but not limited to, Commercial General Liability Insurance covering products and completed operations, property damage, bodily injury and personal & advertising injury on an "occurrence" basis with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; Professional Liability (Errors and Omissions) Insurance, with limits no less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and applicable statutory limits for Workers' Compensation. By requiring insurance, neither party represents that coverage and limits will necessarily be adequate to protect the other party, and such coverage and limits shall not be deemed as a limitation on a party's liability in connection with the Agreement.
5. **Indemnification.** To the extent permissible under law, School will defend, indemnify and hold harmless Essentia Health and its agents, officers, and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from (1) School's negligent or wrongful actions or omissions relating to or arising from this Agreement, or (2) the negligent or wrongful actions or omissions of School's sub-contractors, anyone directly or indirectly employed or contracted by School, or anyone for whose actions or omissions School may be liable.
6. **No Exclusion/Debarment.** Each party hereby represents and warrants to the other that neither it nor any employee, contractor, or agent now or hereafter engaged by such party to provide services under the Agreement (collectively, a "Representative") is, and at no time has been, excluded from participation in any federally-funded health care program, including the Medicare and Medicaid programs. Each party hereby agrees to immediately notify the other of any threatened, proposed, or actual exclusion of such party or any Representative from any federally-funded health care program, including the Medicare and Medicaid programs. In the event that a party or any Representative is excluded from participation in any federally-funded health care program during the Term of this Agreement, or if at any time after the Effective Date it is determined that a party or a Representative is in breach of this Section, the Agreement shall automatically terminate as of the date of such exclusion or breach; provided, however, that if the breaching party immediately removes a Representative who is so excluded or has otherwise breached the provisions of this Section from the performance of services under the Agreement, the Agreement shall not automatically terminate. Each party shall indemnify (the "Indemnifying Party") and hold harmless the other party against all actions, claims, demands and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or indirectly, out of any violation of this Section by the Indemnifying Party. The provisions of this Section shall survive the expiration or termination of the Agreement for any reason.
7. **Access to Records.** If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Agreement, School shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the

Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by Essentia Health under this Agreement. If School carries out any of its duties under this Agreement through a subcontract with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain the same requirements.

8. **Independent Contractors.** The parties are independent contractors to one another and nothing herein shall be construed as creating an employment, agency, joint venture, or partnership relationship between the parties.
9. **Limitation of Liability.** Each party shall be responsible for its own acts and omissions, including the acts and omissions of its employees or agents, and shall not be responsible for the acts and omissions of the other party, its agents, or employees.
10. **No Referrals.** Nothing in this Agreement, nor any consideration in connection herewith, contemplates or requires the referral of any patient or any other business between the parties.
11. **Relationship between Essentia Health and Students.** This Agreement does not create an express or implied contract to provide medical care to Students beyond that which is set forth herein. Further, Essentia Health's commitment to provide Services hereunder does not obligate Students to utilize such Services. Students who receive Services are being served as student athletes of School and not as patients of Essentia Health. Essentia Health has no clinical obligation to Students beyond the provision of Services described herein. It is each Student's responsibility to obtain any medical care that may be necessary/appropriate, and which is outside the scope of this Agreement, and it is the Student's prerogative to choose the provider from whom or from which such medical care (if any) is obtained.
12. **Confidentiality.** Essentia Health acknowledges the confidentiality of School's student records in accordance with state and federal law and agrees to maintain the confidentiality of such records as Essentia Health may be given access to hereunder.
13. **Jeopardy.** If Essentia Health reasonably determines that continued performance of this Agreement jeopardizes Essentia Health's or any of its affiliated entities' (i) licensure, (ii) participation in or recovery from any reimbursement or payment program, (iii) accreditation status, or (iv) tax exempt or bond financing status, Essentia Health shall notify School so the parties may resolve the issue. If no resolution is reached within fifteen (15) days, Essentia Health may terminate this Agreement immediately and without penalty.
14. **Nondiscrimination.** Neither party shall discriminate in the provision of services to patients based on race, color, national origin, ancestry, religion, gender, marital status, disability, sexual orientation, age, or any other legally prohibited basis, except as may be medically indicated.
15. **Legal Compliance.** In its respective performance hereunder, each party shall comply with all applicable laws, rules, and regulations.
16. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile, or (d) deposited in the U.S. mail, postage prepaid, return receipt requested, addressed to a party as follows:

Essentia Health
Attn: Sports Medicine Director
502 E. 2nd St.
Duluth, MN 55805

Independent School District #709
Attn: Superintendent
~~215 North First Avenue East~~ 709 Portia
Johnson Drive
Duluth, MN 5581102
With a copy to:

With a copy to:

Essentia Health
Attn: Chief Legal Officer
502 E. 2nd St.
Duluth, MN 55805

17. *Miscellaneous Provisions.*

- 17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces and supersedes any prior agreement or understanding of the parties regarding the same, including that certain Sports Medicine Services Agreement effective as of January 21, 2020. This Agreement may only be modified by the parties' mutual signed written agreement.
- 17.2 Governing Law. This Agreement shall be construed under and governed by the laws of the state of Minnesota.
- 17.3 Waiver. Waiver of a breach of or default under any term or provision of this Agreement by either party, by course of dealing or otherwise, shall not be deemed a waiver of any other breach of or default under the same or a different provision of this Agreement.
- 17.4 Partial Invalidity. If any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of law or is held by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
- 17.5 Assignment. Neither this Agreement nor any rights or duties hereunder may be assigned by a party without the other party's written consent.
- 17.6 No Third-Party Beneficiaries. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of the same has the effect of conferring any rights or expectations on any third party. No person other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any term of the Agreement.
- 17.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

ESSENTIA HEALTH

SCHOOL

By: *Kurt Radke*
Print Name: Kurt Radke
Title: Operations Senior Director
Date: 7/01/24

By: *Simone Zurch*
Print Name: Simone Zurch
Title: Exec Director Business Services
Date: July 15, 2024

EXHIBIT A

Marketing and Advertisement Opportunities

School shall provide the following marketing and advertising opportunities to Essentia Health. School agrees not to offer, grant, or sell the same or similar marketing and advertising opportunities outlined below to any other party engaged in the business of healthcare.

- Short, pre-scripted announcements provided by Essentia Health to be read during designated timeouts or at halftimes;
- Crowd t-shirt giveaways, with the option for School to co-brand t-shirts with Essentia Health;
- Display of Essentia Health banners in mutually agreed upon locations but in no event shall School provide less than two (2) locations acceptable to Essentia Health;
- Display of Essentia Health logos on electronic scoreboard displays in gymnasiums;
- Essentia Health recognition as the provider of athletic training services in all programs for sporting events;
- Holding a “Meet your Essentia Health Orthopedic/Sports Medicine team” night at up to one (1) game during a varsity season;
- Making health-sponsored content available to School’s parents, students, and community members via electronic distribution, upon Essentia’s request and in coordination with School leadership;
- Distribution of Essentia Health information relevant to sports medicine to School’s student athletes;
- Distribution of health and wellness information (mental health, tobacco cessation, sports nutrition, etc.) to students and/or parents; and
- Such other marketing and advertising opportunities as may be mutually agreed between the parties from time to time. Acknowledge at all home games/venues, via signage, program advertisement and public address announcement, that orthopedic & sports medicine services are provided by Essentia Health;
- Signage at the front and back of the football stadium press box to be created and installed by Essentia and approved by School;
- At Essentia’s sole cost and expense, logo on the field turf at the football stadium;
- At Essentia’s sole cost and expense, banners on the light poles in the football stadium parking lot;
- At Essentia’s sole cost and expense, grant exclusive rights to Essentia on all signage on training room and weight room doors to acknowledge that orthopedic & sports medicine services are

provided by Essentia, signage to be prominently displayed with approval of the School facilities director to ensure compliance with then-current School policies and requirements;

- At Essentia's sole cost and expense, grant sole rights to Essentia for additional highly prominent signage placements at all other home sports venues (such as signage at entrance gates, scoreboards and field graphics) with approval of the School facilities director to ensure compliance with then-current School policies and requirements;
- Use information or materials approved or provided by Essentia, including ads, logos, scripting, etc. for the signage, public address announcement and program advertisement; and
- Provide additional promotion opportunities as agreed to by Essentia's marketing team and School at no additional cost to Essentia, including, but not limited to, advertising in Booster Club programs, events, and other activities.

AUG 20 2024

APPROVED BY
THE SCHOOL BOARD

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:

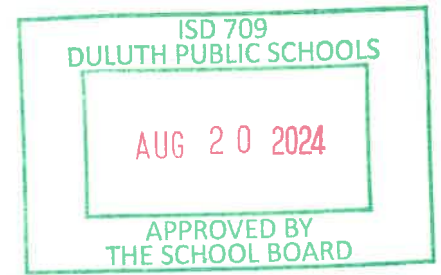
NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

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
District Service Center	Chipotle	\$233.06	Unity In Our Community	Dine to Donate Fundraiser
District Service Center	Minnesota State Fair	In-kind	Unity In Our Community	Two Admission Ticket to the Minnesota State Fair
District Service Center	Park State Bank	\$3,000.00	Unity In Our Community	
District Service Center	Stephanie Johnson	\$500.00	Unity In Our Community	Blaze Credit Union
District Service Center	James Meyers	In-kind	Unity In Our Community	Top Golf - \$50 Game Play Certification
District Service Center	Maddie Christy	\$500.00	Unity In Our Community	
District Service Center	Alexa Salo	\$112.00	Unity In Our Community	
District Service Center	Lyndsey Manning	\$1,000.00	Unity In Our Community	

RESOLUTION

Education Minnesota Clerical Local 692-A



RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Education Minnesota Clerical Local 692-A, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2023 to June 30, 2025, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692- A
DULUTH, MINNESOTA

EFFECTIVE DATES

July 1, 2023

to

June 30, 2025

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AGREEMENT BY AND BETWEEN
EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692-A
DULUTH, MINNESOTA

&

INDEPENDENT SCHOOL DISTRICT NO. 709
ST. LOUIS COUNTY, MINNESOTA

THIS AGREEMENT, entered into, by and between Education Minnesota-Duluth Clerical Local 692-A, Duluth, Minnesota, hereinafter referred to as "**Union**", and Independent School District No. 709, Duluth, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I
Recognition

The School District formally recognizes Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, as the exclusive bargaining agent for all clerical and including those on approved leave of absence of Independent School District No. 709 who are within the positions and levels included in Exhibit A and who work (a) more than fourteen (14) hours per week or 35% of the normal workweek, whichever is less or (b) more than sixty-seven (67) workdays per year, excluding managerial/supervisory, confidential and all other employees according to PELRA 179A.03. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person except as required by law.

ARTICLE II
Matters Not Covered

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. The parties, if mutually agreed, shall have the right to negotiate during the term of this Agreement, any subject matter which may not have been in the knowledge of contemplation of the parties at the time this Agreement was reached.

ARTICLE III
Savings Clause

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE IV
Board and Employee Rights

A. **Board Rights** – It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law. Nothing herein shall be interpreted, however, to prohibit the District from exercising its inherent management rights to create, revise and

eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons.

B. Employee Rights

1. Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon written request. Employees shall have access within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.
2. An employee shall receive a copy of any deficiency notice placed in their personnel file.
3. The School District may destroy the files as provided by law.
4. After completing the probationary period, employees shall be subject to discipline up to and including termination for just cause. Such discipline or termination shall be subject to the grievance procedure.

ARTICLE V

Grievance Procedure and Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

A. Definitions

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. Representation Right

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step I.

C. Procedure

1. **Step I** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section. A copy of the grievance shall also be sent to the Human Resource Manager.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. **Step II** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent or his/her designee, shall then set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal or Supervisor rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.
- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make a written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her decision within thirty (30) days of the hearing.

His/her written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the

- grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
5. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
 6. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
 7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
 8. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
 9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
 - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
 - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
 - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
 10. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE VI **Salary Schedule**

The salary schedule for clerical employees covered by this Agreement is attached hereto as Exhibit "A".

ARTICLE VII **Vacations**

Clerical employees shall receive a lump sum accrual on an annual basis beginning July 1 each year. All vacation an employee earns on July 1 must be taken and used by the employee within the following eighteen (18) consecutive months. The lump sum accrual will be made in accordance with the schedule and provisions stated below. Employees working less than the regularly scheduled work week who work half time or more shall receive prorated vacation based upon the number of hours such employee is regularly scheduled to work.

Scheduled Weeks	0 – 6 Yrs.	6+ - 14 Yrs.	14+ - 20	20+
38-40	3 days	4 days	5 days	6 days
41-42	4 days	5 days	6 days	7 days
43-44	5 days	6 days	7 days	8 days
45-48	6 days	7 days	8 days	9 days
49-52	10 days	15 days	20 days	25 days

Effective 7/1/2024

Scheduled Weeks	0 – 6 Yrs.	6+ - 14 Yrs.	14+ - 20	20+
38-40	3 days	4 days	5 days	6 days
41-42	4 days	5 days	6 days	7 days
43-44	5 days	6 days	7 days	8 days
45-48	8 days	9days	10 days	11 days
50	10 days	15 days	20 days	25 days

Scheduled Weeks	0 – 10 Yrs.	10+ - 15 Yrs.	15+ - 20	20+
52	20 days	25 days	27 days	30 days

Extended year contract weeks or temporary contract extensions (same position/same program) will be calculated in the total weeks worked for the year accruing vacation.

Employees working in positions calling for a fifty-two (52) week work year, with prior approval from Human Resources, can carry over up to 80 hours of vacation to be used in the following year by June 30. Request to accumulate vacation must be made in writing prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used.

Employees may be paid out for any prior year vacation balances (up to 80 hours) upon written request at the end of any calendar year (December 31). Payout shall be based on the employee's hourly rate at the time of request.

Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the District.

ARTICLE VIII
Leaves of Absence

A. Earned Leaves Of Absence With Pay

1. Definitions and Procedures

- a. 1) Earned leave time may be used by the employee to provide for pay continuation for periods of time when the employee has been released from work by prior authorization for limited specific purposes described in more detail in this section and which are generally referred to as sick leave, family leave and personal leave.
- 2) Sick Leave is hereby defined to mean the absence of an employee due to his/her own illness, injury, exposure to a contagious disease, or scheduled medical or dentist examinations and treatments. Sick Leave may also be used for purposes as permitted under Minnesota Statute Sections 181.9445-181.9448.
- 3) Family Leave is hereby defined to mean the absence of an employee for the purpose of attendance upon a member of the employee's immediate family requiring the care or attendance of such employee, or death in the immediate family of the employee or spouse's immediate family.
- 4) Personal Leave Day is hereby defined to mean the absence of an employee to attend to personal matters which cannot be scheduled and/or attended to during non-duty hours.
- b. Employees holding a position in the shall accrue earned leave time at the rate of .06155 hours for each hour on District paid status, excluding overtime hours with a maximum of one and one-

half (1 ½) days of earned leave time for each full month worked. This earned leave time may not be used during the first 90 days of active employment with the School District. Unused earned leave time may be accumulated to a maximum of two-hundred twenty-eight (228) days. The School District shall not maintain a “buffer” above the two hundred twenty-eight (228) days.

- c. Whether taken as Sick Leave, or Family Leave, or as a Personal Leave Day all earned leave taken by an employee will be charged to his/her accumulated earned sick leave time.
- d. To obtain approval for use of earned leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precludes prior notice and approval. The employee must obtain prior approval to use a Personal Leave Day.
- e. A former employee in the unit who has been rehired within thirty (30) days after resignation, shall have his/her previously accumulated and unused earned leave reinstated and placed to his/her credit.
- f. An employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on a leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority an affirmation of his/her fitness to perform the duties of his/her position. At the discretion of the School District the employee may be required to present a certificate of his/her physical fitness signed by a doctor who shall be chosen and compensated by the School Board.

2. **Sick Leave**

- a. If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it may be necessary for him/her to file a certificate of illness from a physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner. For pandemic related absences follow district guidelines and pandemic leave will not require a physician’s note to return to work.
- b. If the School District suspects an employee is abusing sick leave privileges, the employee shall be advised that because of his/her questionable sick leave record a medical certificate may be required for any subsequent sick leave; and that failure to furnish a requested medical certificate shall preclude the employee from using sick leave for such an absence.
- c. No employee shall be granted sick leave for any injury or illness resulting from any gainful employment on any job other than his/her regular School Board employment, unless he/she was officially assigned to that employment as a special duty.

3. **Family Leave**

a. **Death in the Family:**

- 1) Up to five (5) days shall be granted in case of death within the immediate family of an employee or spouse as defined herein, but the employee may request and be granted two (2) additional days. **“Family”** shall constitute members of the immediate family which for the purposes of this Section (a) shall include spouse, father, mother, brother, sister, child (biological, step or adopted), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews and registered domestic partners. This shall also apply to foster relationships of the above listed categories. A **“registered domestic partner”** shall mean an individual who has been registered through their county of residence.
- 2) An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel in connection with legal or business matters involving the estate or burial of the deceased.

b. **Illness/Injury in the Family:**

- 1) Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the notification of the immediate supervisor of the clerical.
- 2) **“Family”** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This shall also apply to foster relationships of the above listed categories. A **“registered domestic partner”** shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.

- 3) In addition to the above, clerical who work over 14 or more hours per week may use more than twenty (20) days sick leave for absences due to an illness or injury of the clerical's dependent child in accordance with Minnesota Statute §181.9413 (2013).
4. **Personal Leave Day** - Two (2) non-accumulative personal leave days per school year may be used by persons in this unit. Each party agrees that it is the intention of the parties that the allowed hours per personal leave day is equal to the assigned number of hours per day.
5. **Professional Leave** – Employees may be excused for professional reasons without loss of pay, provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to conferences, workshops, conventions, task force membership and committee membership related to education appointed by local, state and/or federal government.
6. **Union Leave**- The employer shall grant leaves of absences to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the department. Not more than two (2) union members who shall be determined by the local union shall be entitled to attend for no more than two (2) days in any calendar year without loss of pay from the School District a duly called labor convention to which the local union is entitled to send members or delegates. Additional members may attend if mutually agreed upon by the member's site supervisor. Meetings between representatives of the union and the employer will e scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties. Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employee will grant a leave of absence without loss of pay or other entitlement. Where such leave is granted, the employer will replace the employee as necessary. This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the district. To facilitate the administration of this provision, the union will ensure that the employer is advised of any eligible leaves to be taken. The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of leave to be taken. The union agrees to reimburse the District for any wages and benefits paid under this Article, and the Union member taking such leave will be made whole.

B. Leave Of Absence Without Pay

1. Special Leave of Absence

- a. Any employee holding a position in the unit who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the District, or desires to secure leave from his/her regular duties, may, on written request approved by the School Board, be granted Special Leave of Absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.
 - b. Special Leave to be in writing. Any employee asking for Special Leave without pay shall submit, on forms prescribed by the School District, his/her request for Special Leave stating the reasons the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.
- 2. Parental Leave** - Up to six (6) months of unpaid Parental Leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, Parental Leave shall be granted to the end of the school year. In order to be eligible for Parental Leave, the employee must request the Parental Leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the Parental Leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the Parental Leave and return to work the employee shall be assigned to the employee's former position unless it has been eliminated.

If during Parental Leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on Parental Leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on Parental Leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

The employee and District by mutual agreement entered into prior to or during the leave of absence, with approval of the School Board, may extend the period of parental leave for an additional six (6) months. Such extension may only be approved on the basis of a condition (2) as defined in Section B, 4(b) of this Article, except that the extension may be approved based on condition (1) of Section B, 4(b) if the School Board expressly approves application of condition (1) at the time the Board approves the extension.

3. **Special Leave of Absence (Military)** - Military Leave of Absence shall be granted as required by law.
4. **Approval for Special Leaves of Absence**
 - a. For each separate case of Special Leave without pay, the School Board shall at the time it approves the leave determine whether the employee granted such leave shall be entitled to his/her former position upon returning from such leave or whether his/her name shall be placed on the reemployment list for the level. Employees are normally reinstated to their original position where the leave is mandated by state statute.
 - b. Leaves of absence may be approved, as provided in 4(a) above, only under one (1) of the following two (2) conditions:
 - (1) Condition "A" leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
 - (2) Condition "B" leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article VII are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the reemployment list for that level.
5. **Family and Medical Leave Act** - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.

ARTICLE IX **Vacancies**

- A. **Posting:** A vacancy shall be posted on the School District's website, In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. Employees on lay-off status will be notified of vacancies by the Human Resources Department via mail or phone call. The posting shall be for seven (7) calendar days. Employees must apply by completing an online application for such vacancies and submit the application to the Human Resources Department by the closing date.
- B. **Eligibility:** All current clerical employees, including those on the layoff list, making application must meet the minimum requirements, as set forth in the posting, of the position to be considered. If the posting is inaccurate, a new posting will be created and the posting process will restart. All qualified internal applicants will be interviewed.
- C. **Probationary Period:** Employees shall reserve the right to apply for any vacancy as an internal candidate regardless of probationary status in his/her current position.
- D. **External Considerations:** The District may consider external candidates to bring the total number of candidates to interview to three (3). The supervisor involved shall then make a selection through the interview process.
- E. An internal candidate is a current member of the Clerical 692A bargaining unit.

ARTICLE X **Reclassification**

- A. Placement on the salary schedule for positions in the unit subject to reclassification will be determined by the job level into which the position falls pursuant to the timelines and methodology outlined in Addendum A.
- B. In order for a position to be re-evaluated, the position must have incurred a significant increase in job duties and responsibilities, which would warrant an upgrade of one or more pay levels.
- C. Positions which have been reclassified shall not be subject to the re-bidding process.

- D. Persons in the unit who believe that their position warrants upgrading in classification due to increases in job responsibilities shall adhere to the following procedures:
1. **Level I** - Consistent with the timelines set forth in the grievance procedures of the current collective bargaining agreement, a person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request detailing specific details, data, etc. for such consideration to the Level I Review Committee including unit members appointed by the Union, the supervisor of the member requesting reclassification, as well as a District-designated resource person. This committee shall interview the member requesting reclassification, review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.
 2. **Level II** - The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The Human Resources Department designee shall have ten (10) working days to reach a decision; however, if agreement cannot be reached regarding a proper placement within the ten (10) days, the affected employee may appeal the Human Resources Department designee's written decision to Level III within ten (10) working days following receipt of the Human Resources Department designee's decision, with copies to be sent to the Union and the employee who submitted the request.
 3. **Level III** - If agreement cannot be reached at Level II, a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the Union and a third member selected by agreement between the above two (2) representatives. If agreement cannot be reached, the Chairperson of the School Board shall choose the third member to this committee. The committee shall convene and render a decision regarding the appeal, with copies to be sent to the Union and the employee who submitted the request, within twenty (20) working days following receipt of appeal from Level II. The Union, the Level I Review Committee Chairperson and the Human Resources Department designee shall present evidence directly to the committee for consideration. The decision of the Level III committee shall be final and binding upon all parties subject to School Board approval. However, should the School Board deny the reclassification, it may do so only on the basis of removing those duties found to qualify the position in question for reclassification.
 4. In the event the administration believes a position should be reclassified, the Human Resources Department designee shall notify the Union in writing of such request and a Level I determination shall be made of same. It is agreed that the same standard to demonstrate "***significant increases***" as referred to in Paragraph B above shall also apply to the District when proposing increases or decreases in level during the interim period of any contract. If agreement cannot be reached at Level I, an appeal may be made directly to the Level III committee by the Human Resources Department designee. The Level III decision, with copies to be sent to the Union and the employee whose position is the subject of the request, shall be final and binding on all parties subject to School Board approval under the provisions of Paragraph D, 3. It is intended that the School Board shall not become a forum whereby appeals from the Level III decision shall be made.
 5. The School District shall notify the Union and affected employee at least thirty (30) working days before requesting a reclassification of any bargaining unit position providing the Union with full explanation as to the basis and nature of the changes in job duties.

ARTICLE XI
Placement on The Salary Schedule

- A. **New Hire:** New employees shall be hired at Step 1 in the appropriate pay level. One (1) step increase for new employees shall be granted at the beginning of the next pay period following the completion of their probationary period. Thereafter, the employee shall advance one (1) step each July 1.
- B. **Promotion.** When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next pay period following completion of six (6) months service or the probationary period in the position, whichever is later. He/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.
- C. **Reclassifications.**

When an employee is reclassified to a higher position, his/her salary shall be increased to that salary in the new pay range in the same step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

When an employee is reclassified to a lower level, their salary shall be redlined until such time as:

1. The salaries of the other employees at the level meet or exceed the demoted employee's salary.
2. The employee voluntarily applies for and accepts a new position, in which case the individual is agreeing to the salary of the new position.
3. The District eliminates the position, in which case the individual would bump following the process in Article X. The employee's salary shall remain redlined since they changed positions through no fault of their own.

D. **Out-Of-Class Pay.**

When an employee is assigned additional duties from a higher classification for twenty (20) consecutive days or more, the employee will be compensated a negotiated hourly increase as determined by Human Resources management and the Union on the twenty-first (21st) day.

ARTICLE XII

Displacement/Bumping/Layoff/Recall Procedure

A. **Displacement.**

Reductions: The District may reduce the hours and/or weeks of assignment when it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of employees in a given job title. Newly hired probationary and substitute employees in the job title shall be the first to be laid off and shall have no bumping or recall rights.

For eligible employees the assignment/bumping procedure in Article X, B shall be followed when any of the following occurs:

1. The District implements a reduction in total hours per year of more than four (4) hours per week of an employee's current position.
 - a. The District may not reduce the appointment more than four (4) hours per week within a twenty-four (24) month period.
 - b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
 - c. Reductions from temporary increases of one (1) year or less will not be counted towards the four (4) hours.
2. The District implements a continuing reduction of an employee's work year by more than two (2) weeks within a twenty-four (24) month period.
 - a. The District may not reduce the appointment more than two (2) weeks within a twenty-four (24) month period.
 - b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
 - c. Reductions from temporary increases (e.g. extensions or additional summer assignments) will not be counted toward the two (2) weeks.
3. The District implements a continuing reduction of an employee's assignment to below benefit eligible.

The employee whose position is eliminated or reduced shall have the option of remaining in his/her current position or being assigned to a position following the process in Article X, B: Assignment/Bumping.

Increases: The District may increase the hours and/or weeks of an assignment. When an assignment is increased in hours and/or weeks, the employee holding the position will remain in the position.

B. **Assignment/Bumping:**

1. Seniority will be based upon District date of hire in the clerical unit.
2. The incumbent shall be assigned to a new position under the procedures that follow:

An employee whose position is eliminated or reduced shall be assigned to an open position in the same pay level; the assignment takes precedence over filling the vacancy. The incumbent is not required to accept a position with fewer hours or weeks than the position they are currently holding.

If more than one (1) employee is affected, the most senior employee will be given the first choice of positions available.

3. If no such position is open, then the employee shall bump the least senior employee in the same pay level. The incumbent is not required to accept a position with fewer hours and/or weeks than the position they are currently holding. If more than one (1) employee is affected, the most senior employee will be given first choice of positions available. If no such position exists, then the employee shall bump into successively lower pay levels using the same criteria as above until an assignment is made.
4. Only one **"bump"** shall be allowed for each instance of layoff. Thereafter, problems arising relative to **"bumping"** and probation shall be governed by the terms outlined in Article XII, Probation. Pay level herein refers to the pay levels in Exhibit A notwithstanding that there may be different steps of pay within the pay level. An employee **"bumped"** out of a position shall be assigned to a vacant position in his/her same level. The employee may elect another position only if the vacant position offered has fewer hours and/or weeks than his/her formerly held position. An employee **"bumping"** into a lower level position shall remain at the same step in the pay plan. An employee assigned or electing to **"bump"** into a different position will be on probation for the first three (3) months. Immediately upon entrance into a new classification, an employee's seniority shall be dovetailed into such classification according to his/her District-wide seniority standing. The employee shall retain recall rights to his/her former position for a three (3) month period following a **"bump"**. A Union Representative may be present, at the request of the employee, when the District meets with an employee to notify that employee of **"bumping"** options.

Provided, that where it is determined that two (2) or more persons in the level in which layoff or reductions to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined by first, the employee with the earlier birth month; second, the employee with the earliest birthday in that month. January 1st shall be considered the starting month when determining seniority.

C. **Layoff:**

1. If no assignment is made as described above, the employee shall be laid off. The employee shall retain his/her seniority while on layoff list. Seniority shall be adjusted based on length of time on the lay-off list once the employee is recalled to work.
2. After a period of two (2) years the employee's name shall be removed from the layoff list. The person will be notified of such action unless the period is extended by the School Board.

D. **Recall from Layoff List:**

1. When a position becomes available, the assignment shall follow the process in Article VI – Vacancies.
2. Persons on the layoff list must accept, if offered, a benefit eligible position in the same or higher level as held at the time of lay-off. If such a position is declined, the person on the layoff list shall forfeit his/her recall rights.

ARTICLE XIII
Probation

- A. Upon being initially employed with the District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. An employee either newly hired, promoted or transferred will have a written review at 90 days. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same class from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are assigned to a position in the same class from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.
- B. The Supervisor may, during the probationary period, discharge or demote an employee for any cause, as the Supervisor shall see fit. Any probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was

promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same class held by the least senior person. If the affected employee is the least senior person in the class, he/she shall be placed in the position held by the least senior employee in each successively lower class in which he/she has previously completed a probationary period. If the affected employee does not have sufficient seniority to bump into any lower classes, his/her name shall be placed on the reemployment list for the class from which he/she was promoted and upon the reemployment list of all lower classes in the same series in which he/she has previously completed a probationary period.

ARTICLE XIV
Seniority and Longevity

A. Seniority

1. Seniority shall be determined by an employee's length of service in the clerical unit.
Note: Seniority is subject to the conditions of Article XII on probation.
2. Time spent on paid Sick Leave shall count toward seniority. Time spent on Special Leaves over thirty (30) days, except Military and Maternity, shall not be counted.
3. A seniority list shall be maintained and brought up to date as of November 1 of each year with copies available at each work site and the DFT office. Employees shall have fifteen (15) working days thereafter to raise challenges to their seniority rating. Any employee failing to challenge his/her seniority as shown on such list within the fifteen (15) working day period thereafter shall be considered to have confirmed his/her seniority as listed. An updated seniority list will be available to the union representatives monthly.

4. **Definitions**

- (a) Level means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the level, that the same requirements as to education, experience capacity, knowledge, proficiency, ability and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

B. Longevity Award

1. Those employees who have been employed full time (38 weeks or more per year) for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

Full Time	Per Month
7 – 15 years	\$800 per year
16 – 20 years	\$1200 per year
21-25 years	\$1800 per year
25+ years	\$2200 per year

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence, except for military service in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year but working the full school year shall be considered to have completed a full year of continuous service towards eligibility for longevity award.

2. Employees who work part-time (but at least 1/2 time) and who qualify for longevity, as provided above, will receive longevity on a pro-rata basis except where an employee goes from part time to full time, the employee must work in a full time capacity for more than five (5) years in order to qualify for the full time longevity payment but until so qualified, he/she shall continue to receive the pro-rata based longevity.

ARTICLE XV
Holidays

- A. All employees under this Agreement whose contract extends over the following dates are entitled to be paid the following as paid holidays according to their designated calendar:

New Year's Day	Labor Day
Martin Luther King Jr. Day*	Convention Day in October
Presidents' Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving
Independence Day	Christmas Eve
Juneteenth*	Christmas Day

Hourly people working fourteen (14) hours or more a week will be eligible for a paid holiday. Pay for holidays will be based on their normal work hours. Employees requested/required to report to work on a paid holiday will receive one and ½ times their regular pay for the number of hours they work and will receive equal number of hours in paid time off to use at a later date of their choosing.

Except that if Convention Day falls on a day when school is in session, such day shall not be a paid holiday and the employees shall receive a paid **"floating"** holiday in lieu thereof, the date of said **"floating"** holiday to be chosen by the majority of the employees with the approval of the Superintendent of Schools. Said **"floating"** holiday shall not occur on a day when school is in session and all employees shall be required to take the same **"floating"** holiday. If for emergency reasons or any other reason requiring the conducting of schools on Presidents' Day, such day shall not be a holiday and employees shall receive an extra day of vacation in lieu thereof. Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

ARTICLE XVI
Insurance

- A. The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents. Eligibility for insurance shall be the same as the teacher bargaining unit.

The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

- B. All employees under this Agreement must work one-half (1/2) time or more per week to qualify for insurance benefits. The FTE will be .600 (24 hours).

ARTICLE XVII
Scheduling

The normal workweek for full-time employees shall be forty (40) hours per week. Employees under this Agreement required to work for the School District in excess of forty (40) hours per week shall be paid time and one-half their regular hourly rate for all hours paid in excess of forty (40) hours per week. If an employee is required to work on Sunday or on a holiday, they shall be paid double their regular hourly rate.

Break Times:

1. Each clerical employee has the choice to take one fifteen (15) minute break for each four (4) hours of scheduled work time per day. Taking small breaks during the day to attend to personal business, not to exceed a total of fifteen (15) minutes per four (4) hours of scheduled work is also an option. The fifteen (15) minute break(s) may be added to a lunch break (if lunch break is scheduled), thereby extending the lunch break to a maximum of sixty (60) minutes. The option must be agreed to between the clerical employee and his/her supervisor.
2. Breaks should be arranged to accommodate the needs of the office and to promote good customer service and efficient operation of the office.

Contract Days and Work Schedule:

1. For clerical employees who work less than 52 weeks, the contracted weeks worked will be agreed between the clerical and their immediate supervisor then submitted to Human Resources no later than June 1 for the next school year.
2. If hired after June 1, employees have 30 days from the start date to submit their schedule to Human Resources.
3. Employees also have the option to work remotely as needed if approved by their supervisor.

ARTICLE XVIII
No Strike Clause

Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. The right of the employees not to cross a bona fide picket line is recognized by the District.

ARTICLE XIX
Validity or Conformity to Law Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

ARTICLE XX
Retroactivity

Only employees who are actively employed by the School District on the date of this Agreement or who retired from School District employment during the term of this Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement. No employee who has resigned or had his/her employment terminated on or prior to the date of this Agreement or who is on an extended leave of absence without pay on the date of this Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement.

ARTICLE XXI
Payroll And "Direct Deposit"

Employees within the bargaining unit shall be paid biweekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees working less than 52 weeks will be paid bi-monthly based on their regular or agreed upon calendar. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 1st or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

ARTICLE XXII
School Closing

When schools are closed because of inclement weather, clerical employees shall not report to work and will be compensated for no more than 2 work days per school year. If an e-learning day is called, clerical employees will be allowed to work remotely. Additional inclement weather days closing, in the same school year, will be compensated through deduction from the employee's sick leave balance, vacation balance, or leave without pay at the employee's choice. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

When schools are delayed by two (2) hours because of inclement weather, clerical employees may report up to two (2) hours later than their regularly scheduled reporting time and will be compensated at their regular rate of pay for those two (2) hours.

If individual schools/sites are closed because of an emergency, then clerical employees in the schools/sites closed shall be allowed to stay home and be paid.

ARTICLE XXIII
Health Care Savings Plan (HCSP)

- A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District.
- B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.
- C. Determination of the HCSP:
 - 1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
 - 2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 - 7 below.
 - 3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
 - 4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculation shall be referred to as Sub-Total of Days.
 - 5. Total Days shall be the calculation of Sub-Total of Days times 110%.
 - 6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
 - 7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the employee's DRP less the 3.5% discount amount.
 - 8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
 - 9. The amount contributed to the employee's HCSP shall be determined by the following calculation:

Benefit Payment (or first 100 Days)

Current and Accumulated Sick Leave Days (up to a maximum of 100 days) X Employee's
DRP = Benefit for First 100 Days

Benefit Payment (or Remaining Days)

Years of Service x 2.5 Multiplier
+ Unused and Accumulated Sick Leave Days (up to a maximum of 210)
= Sub Total of Days X 110%
= Total Days
- Days from Benefit Payment for First One Hundred (100) Days Calculation
= Total Credit Days X DRP
-3.5% Discount
= Benefit Payment for Remaining Days
+ Benefit Total for First 100 Days

= Total Payment to HCSP

- D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.
- F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.
- G. Clerical 692A will be granted access to a 403(b)-match plan in accordance with the teacher's Agreement when such an agreement is reached.

ARTICLE XXIV **Bonding and Travel Expenses**

Should the School District continue to require employees within the bargaining unit to handle money on behalf of the schools or School District and transport the same, the School District shall bond such employees and pay travel expenses.

ARTICLE XXV **Union Membership**

1. Union Dues: Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union dues of such employee and shall remit the dues to the union via an electronic transfer on the current pay period. This current list of union members will be verified and updated on a monthly cycle and confirmed with the union representatives. Union dues, will be determined by the union and communicated to the District by October 1 of the current year. Union Dues will be spread over eighteen (18) pay periods from during a mutually agreed upon time prior to October 1 of each year.
2. Union Representation: Representatives of the union shall have reasonable access to worksites and school facilities to, investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, union representatives shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities
3. Access to New Hire: The District must provide information about new hires to the union within 20 days of their hire or exit from the bargaining unit. Also, the District must provide information about bargaining unit members to the union every 120 days. The union must be given an opportunity to meet with new employees for at least 30 minutes upon their hire.
4. Access to Unit Member Lists By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, work telephone numbers, work email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a monthly basis or on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled with in five days.
5. Maintenance of Membership Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing. Upon receipt of authorization the bargaining unit will forward to the Human Resources Office the members names not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the drop period defined by Education Minnesota. Cancellation must be in writing, and forwarded to the Human Resource Office within that week. The process for cancellation will be following by the guidelines established by Education Minnesota, first notifying the union and the union will notify Human Resources of such change.

ARTICLE XXVI **Energy Conservation Clause**

In the event of energy shortage or severe weather, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s), in lieu thereof as the School Board, or its designated representative, shall determine, if any. Employees in this unit shall only be paid for hours/days worked except as otherwise provided in Article V of this Agreement.

In the event of energy shortage or severe weather, the School District further reserves the right to modify the length of the workday, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total hours not more than the regular five (5) day week.

Prior to modifying the scheduled length of workday pursuant to Subd. 2 hereof or modifying the work year pursuant to Subd. 1, the School District shall afford the Union the opportunity to meet and confer on such matters.

In the event the School Board adopts a school calendar, which provides for a four (4) day week, members of this unit, if requested, will adjust their work schedules accordingly without change in compensation, benefits or weekly hours of employment.

ARTICLE XXVII **Professional Development**

It is the intention of the parties that a reasonable amount of time be made available for clerical staff for the purpose of professional development. In addition to the mandatory professional development, clerical will have opportunity to receive eight (8) additional hours of professional development. This professional development could be obtained virtually through the current district learning platform, virtual professional development or through in person conference. Payment will be made via a submission through a professional leave application. Specific scheduling of these professional development opportunities for each individual would need to be done while recognizing the needs for office coverage in each work area. Training topics should be pertinent and timely. The preference of the District and the leadership of the Unit is to work together to mutually identify appropriate topics and subject areas.

ARTICLE XXVIII **Travel**

Reimbursement will be made by the School District for authorized travel as follows:

1. **In-District Travel** – At a mileage rate as determined by School Board Policy #3136R.
2. **Out-of-District Travel** – Hotel and registrations at actual cost. Commercial transportation, when used at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE XXIX
Labor Management Committee

Education Minnesota-Duluth Clerical local #692-A ("Union") and Independent School District No. 709 ("District") agree to participate in the labor management process.

1. The Labor Management committee shall have up to four Union members. The Union shall appoint the union members to the committee.
2. The Labor Management committee shall have up to four District representatives. The District shall appoint the District members to the committee.
3. A minimum of four mutually agreed upon meetings per year shall be held.

ARTICLE XXX
Term of Agreement

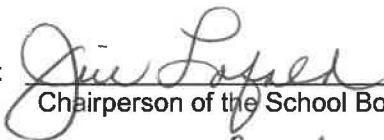
This Agreement shall be effective July 1, 2023, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2023 to June 30, 2025, inclusive, except as otherwise provided herein. Not more than 120 days and not less than 90 days prior to the termination of this Agreement both parties shall present their proposals for changes in the Agreements and commence negotiations for a new Agreement.

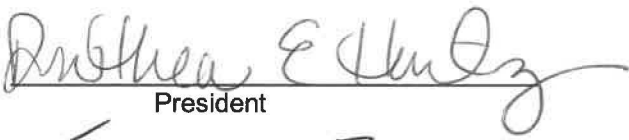
This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this 20th day in August, 2024.

INDEPENDENT SCHOOL DISTRICT NO. 709

**EDUCATION MINNESOTA DULUTH CLERICAL
LOCAL 692-A**

By: 
Chairperson of the School Board

By: 
President

By: 
Clerk of the School Board

By: 
Representative/Negotiator

APPENDIX A

GRIEVANCE FORM

EDUCATION MINNESOTA DULUTH-CLERICAL
639 E. CENTRAL ENTRANCE
DULUTH, MN 55811
(218) 722-1735

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Level I Hearing Date: _____
Hearing Officer: _____
Decision Date: _____
Appeal Date: _____
Level II Hearing Date: _____
Level II Appeal Date: _____

CLERICAL

PURSUANT TO THE AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY, MINNESOTA, AND EDUCATION MINNESOTA DULUTH-CLERICAL 692-A.

NATURE AND DATE OF VIOLATION:

ARTICLE(S) ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED OR MISINTERPRETED INCLUDING BUT NOT LIMITED TO:

RELIEF OR ACTION SOUGHT:

FILED AT LEVEL _____ OF GRIEVANCE PROCEDURE WITH _____
(Supervisor)

ON: _____
(Date)

BY: _____
(Name)

- Please make 3 copies:
1. Immediate Supervisor
 2. D.F.T. Office
 3. Your Records

(Signature)

EXHIBIT A
EDUCATION MINNESOTA DULUTH-CLERICAL SALARY SCHEDULE
2023-2024

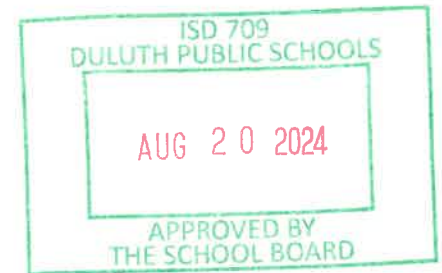
TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
OFFICE SUPPORT SPECIALIST	17.41	18.10	18.83	19.58	20.36
OFFICE SUPPORT SPECIALIST -INTERMEDIATE	18.80	19.55	20.33	21.15	21.99
OFFICE SUPPORT SPECIALIST -SENIOR	20.52	21.34	22.19	23.08	24.00
EXECUTIVE ASSISTANT	22.80	23.71	24.66	25.66	26.68

2024-2025

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OFFICE SUPPORT SPECIALIST	18.02	18.65	19.30	19.98	20.68	21.40	22.15
OFFICE SUPPORT SPECIALIST - INTERMEDIATE	19.46	20.14	20.85	21.58	22.33	23.11	23.92
OFFICE SUPPORT SPECIALIST - SENIOR	21.02	21.75	22.51	23.30	24.12	24.96	25.93
EXECUTIVE ASSISTANT	22.70	23.49	24.31	25.17	26.05	26.96	27.90

RESOLUTION

Education Minnesota Clerical Local 692-A



RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and the Education Minnesota Clerical Local 692-A, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2025 to June 30, 2027, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

COLLECTIVE BARGAINING AGREEMENT

between

INDEPENDENT SCHOOL DISTRICT #709
DULUTH, MINNESOTA

and

EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692- A
DULUTH, MINNESOTA

EFFECTIVE DATES

July 1, 2025

to

June 30, 2027

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AGREEMENT BY AND BETWEEN
EDUCATION MINNESOTA DULUTH-CLERICAL LOCAL 692-A
DULUTH, MINNESOTA

&

INDEPENDENT SCHOOL DISTRICT NO. 709
ST. LOUIS COUNTY, MINNESOTA

THIS AGREEMENT, entered into, by and between Education Minnesota-Duluth Clerical Local 692-A, Duluth, Minnesota, hereinafter referred to as "**Union**", and Independent School District No. 709, Duluth, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**", and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel policies affecting the working conditions of the employees.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

ARTICLE I

Recognition

The School District formally recognizes Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, as the exclusive bargaining agent for all clerical and including those on approved leave of absence of Independent School District No. 709 who are within the positions and levels included in Exhibit A and who work (a) more than fourteen (14) hours per week or 35% of the normal workweek, whichever is less or (b) more than sixty-seven (67) workdays per year, excluding managerial/supervisory, confidential and all other employees according to PELRA 179A.03. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person except as required by law.

ARTICLE II

Matters Not Covered

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. The parties, if mutually agreed, shall have the right to negotiate during the term of this Agreement, any subject matter which may not have been in the knowledge of contemplation of the parties at the time this Agreement was reached.

ARTICLE III

Savings Clause

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE IV

Board and Employee Rights

- A. **Board Rights** – It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars except as limited by the terms of this Agreement or by applicable federal and state law. Nothing herein shall be interpreted,

however, to prohibit the District from exercising its inherent management rights to create, revise and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons.

B. Employee Rights

1. Personnel files relating to each individual employee shall be available to each individual employee during regular school business hours upon written request. Employees shall have access within three (3) business days of said request. The employee shall have the right to reproduce any of the contents of the files at the employee's expense and to submit for inclusion in the file written information in response to any material contained therein.
2. An employee shall receive a copy of any deficiency notice placed in their personnel file.
3. The School District may destroy the files as provided by law.
4. After completing the probationary period, employees shall be subject to discipline up to and including termination for just cause. Such discipline or termination shall be subject to the grievance procedure.

ARTICLE V

Grievance Procedure and Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

A. Definitions

1. A "***grievance***" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication, or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
2. The aggrieved employee is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
3. The term "***days***" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

B. Representation Right

1. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, including arbitration. The Union shall be notified and a representative of the Union may be present and express his/her views at all steps of this grievance procedure after Step I.

C. Procedure

1. **Step I** - The aggrieved employee shall present his/her grievance within twenty (20) days of the time he/she knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement.

The grievance shall be presented in writing to his/her building Principal or other immediate supervisor who is not a member of the bargaining unit under this Agreement or when the act, event or default which is alleged is not the action or failure to act of a building Principal or other immediate supervisor, then the employee or employees may initially file a grievance at Step II of the grievance procedure in like manner and within the time limits provided in this Section. A copy of the grievance shall also be sent to the Human Resource Manager.

The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Principal or Supervisor shall immediately set a hearing date that is within five (5) days of the filing and notify the aggrieved employee and his/her designated representative. A decision in writing by the Principal or Supervisor shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Any appeal from this

decision shall be taken by the aggrieved employee within twenty (20) days of the communication of the decision to him/her.

2. **Step II** - In the event an appeal is filed from a decision at Step I, or in the event of a grievance initially filed at Step II under this Article, or at the option of the Superintendent or his/her designee, shall then set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Principal or Supervisor rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Principal, Director or Supervisor rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing.
- D. **Arbitration** - The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step II, or if no decision has been made by the Superintendent, within forty (40) days of the Step II hearing. Such appeal shall be in writing and filed with the Superintendent of Schools. The Superintendent of Schools shall immediately make a written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21, subd. 2. Upon receipt of such list and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list. The first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one (1) of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to a hearing of the grievance and make his/her decision within thirty (30) days of the hearing.

His/her written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Union shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Union) shall pay the cost of their own witnesses except as otherwise provided herein, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceedings it shall request from the arbitrator, and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

For purposes of complying with Minnesota Statute with 572B.19(a), the arbitrator shall mail his/her decision by certified mail to the grievant and the representatives of the employer and the Union.

E. **Miscellaneous Provision**

1. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step II of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure.
2. The Union may file a grievance when it is alleged that a member of the bargaining unit has violated this Agreement.
3. The Union may file a grievance concerning an alleged violation of this Agreement when the members of this unit would not reasonably be expected to have knowledge; e.g., failure to post a vacant or new position, failure to notify the Union of creation of new positions, failure to notify the Union of transfers denied.
4. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step I if not a party, but such waiver or extension shall be in writing

and signed by the parties following the time of decision at Step I. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.

5. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
6. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Union where the Union is not a party and does not have a right of appeal under the terms of this procedure. Likewise, where the aggrieved employee has not appealed a decision at Step I for whatever reason, the School District shall not be bound by the decision at Step I in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union. In the case of an event, act or default which is of a continuing nature, the employee and the Union shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
7. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
8. All hearings through Step II shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold the hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Superintendent of Schools shall first authorize any hearings at Step I during working hours.
9. When arbitration hearings are held during normal working hours, employees who appear at the request of the Union and who shall not lose wages from the School District due to their participation in such hearings are as follows:
 - a. The number of employees including the grievant or grievants equal to the number of persons testifying in the grievance proceeding on behalf of the public employer; or
 - b. If the number of persons testifying on behalf of the public employer is less than three (3), three (3) employees including the grievant or grievants may still participate in the proceedings without loss of wages.
 - c. The Union President may attend without loss of pay and shall not be counted in the numbers determined in a. and b. above.
10. Any decision which is mailed shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

ARTICLE VI **Salary Schedule**

The salary schedule for clerical employees covered by this Agreement is attached hereto as Exhibit "A".

ARTICLE VII **Vacations**

Clerical employees shall receive a lump sum accrual on an annual basis beginning July 1 each year. All vacation an employee earns on July 1 must be taken and used by the employee within the following eighteen (18) consecutive months. The lump sum accrual will be made in accordance with the schedule and provisions stated below. Employees working less than the regularly scheduled work week who work half time or more shall receive prorated vacation based upon the number of hours such employee is regularly scheduled to work.

Scheduled Weeks	0 – 6 Yrs.	6+ - 14 Yrs.	14+ - 20	20+
38-40	3 days	4 days	5 days	6 days
41-42	4 days	5 days	6 days	7 days
43-44	5 days	6 days	7 days	8 days
45-48	9 days	10 days	11 days	12 days
50	10 days	15 days	20 days	25 days

Scheduled Weeks	0 – 10 Yrs.	10+ - 15 Yrs.	15+ - 20	20+
52	20 days	25 days	27 days	30 days

Extended year contract weeks or temporary contract extensions (same position/same program) will be calculated in the total weeks worked for the year accruing vacation.

Employees working in positions calling for a fifty-two (52) week work year, with prior approval from Human Resources, can carry over up to 80 hours of vacation to be used in the following year by June 30. Request to accumulate vacation must be made in writing prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used.

Employees may be paid out for any prior year vacation balances (up to 80 hours) upon written request at the end of any calendar year (December 31). Payout shall be based on the employee's hourly rate at the time of request.

Employees who retire/resign or otherwise leave the service of the School District will receive any unused vacation that has been prorated from July 1 until their termination date. An employee, who has used vacation in excess of their earned amount at the time of separation, will be held liable to repay the monetary equivalent to the District.

ARTICLE VIII
Leaves of Absence

A. Earned Leaves Of Absence With Pay

1. Definitions and Procedures

- a. 1) Earned leave time may be used by the employee to provide for pay continuation for periods of time when the employee has been released from work by prior authorization for limited specific purposes described in more detail in this section and which are generally referred to as sick leave, family leave and personal leave.
- 2) Sick Leave is hereby defined to mean the absence of an employee due to his/her own illness, injury, exposure to a contagious disease, or scheduled medical or dentist examinations and treatments. Sick Leave may also be used for purposes as permitted under Minnesota Statute Section 181.9445-181.9448.
- 3) Family Leave is hereby defined to mean the absence of an employee for the purpose of attendance upon a member of the employee's immediate family requiring the care or attendance of such employee, or death in the immediate family of the employee or spouse's immediate family.
- 4) Personal Leave Day is hereby defined to mean the absence of an employee to attend to personal matters which cannot be scheduled and/or attended to during non-duty hours.
- b. Employees holding a position in the unit shall accrue earned leave time at the rate of .06155 hours for each hour on District paid status, excluding overtime hours with a maximum of one and one-half (1 ½) days of earned leave time for each full month worked. This earned leave time may not be used during the first 90 days of active employment with the School District. Unused earned leave time may be accumulated to a maximum of two-hundred twenty-eight (228) days. The School District shall not maintain a "buffer" above the two hundred twenty-eight (228) days.
- c. Whether taken as Sick Leave, or Family Leave, or as a Personal Leave Day all earned leave taken by an employee will be charged to his/her accumulated earned sick leave time.

- d. To obtain approval for use of earned leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where an emergency precludes prior notice and approval. The employee must obtain prior approval to use a Personal Leave Day.
 - e. A former employee in the unit who has been rehired within thirty (30) days after resignation, shall have his/her previously accumulated and unused earned leave reinstated and placed to his/her credit.
 - f. An employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on a leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the appointing authority an affirmation of his/her fitness to perform the duties of his/her position. At the discretion of the School District the employee may be required to present a certificate of his/her physical fitness signed by a doctor who shall be chosen and compensated by the School Board.
2. **Sick Leave**
- a. If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it may be necessary for him/her to file a certificate of illness from a physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner. For pandemic related absences follow district guidelines and pandemic leave will not require a physician's note to return to work.
 - b. If the School District suspects an employee is abusing sick leave privileges, the employee shall be advised that because of his/her questionable sick leave record a medical certificate may be required for any subsequent sick leave; and that failure to furnish a requested medical certificate shall preclude the employee from using sick leave for such an absence.
 - c. No employee shall be granted sick leave for any injury or illness resulting from any gainful employment on any job other than his/her regular School Board employment, unless he/she was officially assigned to that employment as a special duty.
3. **Family Leave**
- a. **Death in the Family:**
 - 1) Up to five (5) days shall be granted in case of death within the immediate family of an employee or spouse as defined herein, but the employee may request and be granted two (2) additional days. **"Family"** shall constitute members of the immediate family which for the purposes of this Section (a) shall include spouse, father, mother, brother, sister, child (biological, step or adopted), grandparent, grandchild, in-laws, aunts, uncles, and nieces/nephews and registered domestic partners. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through their county of residence.
 - 2) An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel in connection with legal or business matters involving the estate or burial of the deceased.
 - b. **Illness/Injury in the Family:**
 - 1) Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee. Such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the notification of the immediate supervisor of the clerical.
 - 2) **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the City of Duluth as a domestic partner of an employee of the District.
 - 3) In addition to the above, clerical who work over 14 or more hours per week may use more than twenty (20) days sick leave for absences due to an illness or injury of the clerical's dependent child in accordance with Minnesota Statute §181.9413 (2013).
4. **Personal Leave Day** - Two (2) non-accumulative personal leave days per school year may be used by persons in this unit. Each party agrees that it is the intention of the parties that the allowed hours per personal leave day is equal to the assigned number of hours per day.

5. **Professional Leave** – Employees may be excused for professional reasons without loss of pay, provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to conferences, workshops, conventions, task force membership and committee membership related to education appointed by local, state and/or federal government.
6. **Union Leave**- The employer shall grant leaves of absences to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave will not unduly affect the proper operations of the department. Not more than two (2) union members who shall be determined by the local union shall be entitled to attend for no more than two (2) days in any calendar year without loss of pay from the School District a duly called labor convention to which the local union is entitled to send members or delegates. Additional members may attend if mutually agreed upon by the member's site supervisor. Meetings between representatives of the union and the employer will e scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties. Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employee will grant a leave of absence without loss of pay or other entitlement. Where such leave is granted, the employer will replace the employee as necessary. This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the district. To facilitate the administration of this provision, the union will ensure that the employer is advised of any eligible leaves to be taken. The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of leave to be taken. The union agrees to reimburse the District for any wages and benefits paid under this Article, and the Union member taking such leave will be made whole.

B. Leave of Absence Without Pay

1. Special Leave of Absence

- a. Any employee holding a position in the unit who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the District, or desires to secure leave from his/her regular duties, may, on written request approved by the School Board, be granted Special Leave of Absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.
- b. Special Leave to be in writing. Any employee asking for Special Leave without pay shall submit, on forms prescribed by the School District, his/her request for Special Leave stating the reasons the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

2. **Parental Leave** - Up to six (6) months of unpaid Parental Leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, Parental Leave shall be granted to the end of the school year. In order to be eligible for Parental Leave, the employee must request the Parental Leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the Parental Leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the Parental Leave and return to work the employee shall be assigned to the employee's former position unless it has been eliminated.

If during Parental Leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on Parental Leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on Parental Leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

The employee and District by mutual agreement entered into prior to or during the leave of absence, with approval of the School Board, may extend the period of parental leave for an additional six (6) months. Such extension may only be approved on the basis of a condition (2) as defined in Section

B, 4(b) of this Article, except that the extension may be approved based on condition (1) of Section B, 4(b) if the School Board expressly approves application of condition (1) at the time the Board approves the extension.

3. **Special Leave of Absence (Military)** - Military Leave of Absence shall be granted as required by law.
4. **Approval for Special Leaves of Absence**
 - a. For each separate case of Special Leave without pay, the School Board shall at the time it approves the leave determine whether the employee granted such leave shall be entitled to his/her former position upon returning from such leave or whether his/her name shall be placed on the reemployment list for the level. Employees are normally reinstated to their original position where the leave is mandated by state statute.
 - b. Leaves of absence may be approved, as provided in 4(a) above, only under one (1) of the following two (2) conditions:
 - (1) Condition "A" leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
 - (2) Condition "B" leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article VII are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the reemployment list for that level.
5. **Family and Medical Leave Act** - Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act policy, which policy shall be in compliance with the Family and Medical Leave Act.

ARTICLE IX **Vacancies**

- A. **Posting:** A vacancy shall be posted on the School District's website, In addition, Human Resources will notify employees on a weekly basis of all new job postings via email. Employees on lay-off status will be notified of vacancies by the Human Resources Department via mail or phone call. The posting shall be for seven (7) calendar days. Employees must apply by completing an online application for such vacancies and submit the application to the Human Resources Department by the closing date.
- B. **Eligibility:** All current clerical employees, including those on the layoff list, making application must meet the minimum requirements, as set forth in the posting, of the position to be considered. If the posting is inaccurate, a new posting will be created and the posting process will restart. All qualified internal applicants will be interviewed.
- C. **Probationary Period:** Employees shall reserve the right to apply for any vacancy as an internal candidate regardless of probationary status in his/her current position.
- D. **External Considerations:** The District may consider external candidates to bring the total number of candidates to interview to three (3). The supervisor involved shall then make a selection through the interview process.
- E. An internal candidate is a current member of the Clerical 692A bargaining unit.

ARTICLE X **Reclassification**

- A. Placement on the salary schedule for positions in the unit subject to reclassification will be determined by the job level into which the position falls pursuant to the timelines and methodology outlined in Addendum A.
- B. In order for a position to be re-evaluated, the position must have incurred a significant increase in job duties and responsibilities, which would warrant an upgrade of one or more pay levels.
- C. Positions which have been reclassified shall not be subject to the re-bidding process.
- D. Persons in the unit who believe that their position warrants upgrading in classification due to increases in job responsibilities shall adhere to the following procedures:
 1. **Level I** - Consistent with the timelines set forth in the grievance procedures of the current collective bargaining agreement, a person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request detailing specific details, data, etc. for such consideration to the Level I Review Committee including unit members appointed by the Union, the supervisor of the member requesting reclassification, as well as a District-

designated resource person. This committee shall interview the member requesting reclassification, review the request and make a written recommendation of their decision to the Human Resources Department designee within fifteen (15) working days for Level II review, with copies to be sent to the Union and the employee who submitted the request.

2. **Level II** - The Human Resources Department designee shall meet with the Union and the chair of the Level I Review Committee within ten (10) working days following receipt of the committee's request to properly reclassify the position. The Human Resources Department designee shall have ten (10) working days to reach a decision; however, if agreement cannot be reached regarding a proper placement within the ten (10) days, the affected employee may appeal the Human Resources Department designee's written decision to Level III within ten (10) working days following receipt of the Human Resources Department designee's decision, with copies to be sent to the Union and the employee who submitted the request.
3. **Level III** - If agreement cannot be reached at Level II, a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the Union and a third member selected by agreement between the above two (2) representatives. If agreement cannot be reached, the Chairperson of the School Board shall choose the third member to this committee. The committee shall convene and render a decision regarding the appeal, with copies to be sent to the Union and the employee who submitted the request, within twenty (20) working days following receipt of appeal from Level II. The Union, the Level I Review Committee Chairperson and the Human Resources Department designee shall present evidence directly to the committee for consideration. The decision of the Level III committee shall be final and binding upon all parties subject to School Board approval. However, should the School Board deny the reclassification, it may do so only on the basis of removing those duties found to qualify the position in question for reclassification.
4. In the event the administration believes a position should be reclassified, the Human Resources Department designee shall notify the Union in writing of such request and a Level I determination shall be made of same. It is agreed that the same standard to demonstrate "***significant increases***" as referred to in Paragraph B above shall also apply to the District when proposing increases or decreases in level during the interim period of any contract. If agreement cannot be reached at Level I, an appeal may be made directly to the Level III committee by the Human Resources Department designee. The Level III decision, with copies to be sent to the Union and the employee whose position is the subject of the request, shall be final and binding on all parties subject to School Board approval under the provisions of Paragraph D, 3. It is intended that the School Board shall not become a forum whereby appeals from the Level III decision shall be made.
5. The School District shall notify the Union and affected employee at least thirty (30) working days before requesting a reclassification of any bargaining unit position providing the Union with full explanation as to the basis and nature of the changes in job duties.

ARTICLE XI

Placement on The Salary Schedule

- A. **New Hire:** New employees shall be hired at Step 1 in the appropriate pay level. One (1) step increase for new employees shall be granted at the beginning of the next pay period following the completion of their probationary period. Thereafter, the employee shall advance one (1) step each July 1.
- B. **Promotion.** When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next pay period following completion of six (6) months service or the probationary period in the position, whichever is later. He/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.
- C. **Reclassifications.**
When an employee is reclassified to a higher position, his/her salary shall be increased to that salary in the new pay range in the same step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.
When an employee is reclassified to a lower level, their salary shall be redlined until such time as:
 1. The salaries of the other employees at the level meet or exceed the demoted employee's salary.
 2. The employee voluntarily applies for and accepts a new position, in which case the individual is agreeing to the salary of the new position.

3. The District eliminates the position, in which case the individual would bump following the process in Article X. The employee's salary shall remain redlined since they changed positions through no fault of their own.

D. **Out-Of-Class Pay.**

When an employee is assigned additional duties from a higher classification for twenty (20) consecutive days or more, the employee will be compensated a negotiated hourly increase as determined by Human Resources management and the Union on the twenty-first (21st) day.

ARTICLE XII

Displacement/Bumping/Layoff/Recall Procedure

A. **Displacement.**

Reductions: The District may reduce the hours and/or weeks of assignment when it becomes necessary through lack of funds or for other cause for which the employee is not at fault to reduce the number of employees in a given job title. Newly hired probationary and substitute employees in the job title shall be the first to be laid off and shall have no bumping or recall rights.

For eligible employees the assignment/bumping procedure in Article X, B shall be followed when any of the following occurs:

1. The District implements a reduction in total hours per year of more than four (4) hours per week of an employee's current position.
 - a. The District may not reduce the appointment more than four (4) hours per week within a twenty-four (24) month period.
 - b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
 - c. Reductions from temporary increases of one (1) year or less will not be counted towards the four (4) hours.
2. The District implements a continuing reduction of an employee's work year by more than two (2) weeks within a twenty-four (24) month period.
 - a. The District may not reduce the appointment more than two (2) weeks within a twenty-four (24) month period.
 - b. The reduction calculation will be based on the appointment at the beginning of the twenty-four (24) month period.
 - c. Reductions from temporary increases (e.g. extensions or additional summer assignments) will not be counted toward the two (2) weeks.
3. The District implements a continuing reduction of an employee's assignment to below benefit eligible.

The employee whose position is eliminated or reduced shall have the option of remaining in his/her current position or being assigned to a position following the process in Article X, B: Assignment/Bumping.

Increases: The District may increase the hours and/or weeks of an assignment. When an assignment is increased in hours and/or weeks, the employee holding the position will remain in the position.

B. **Assignment/Bumping:**

1. Seniority will be based upon District date of hire in the clerical unit.
2. The incumbent shall be assigned to a new position under the procedures that follow:

An employee whose position is eliminated or reduced shall be assigned to an open position in the same pay level; the assignment takes precedence over filling the vacancy. The incumbent is not required to accept a position with fewer hours or weeks than the position they are currently holding.

If more than one (1) employee is affected, the most senior employee will be given the first choice of positions available.

3. If no such position is open, then the employee shall bump the least senior employee in the same pay level. The incumbent is not required to accept a position with fewer hours and/or weeks than the position they are currently holding. If more than one (1) employee is affected, the most senior employee will be given first choice of positions available. If no such position exists, then the

employee shall bump into successively lower pay levels using the same criteria as above until an assignment is made.

4. Only one **"bump"** shall be allowed for each instance of layoff. Thereafter, problems arising relative to **"bumping"** and probation shall be governed by the terms outlined in Article XII, Probation. Pay level herein refers to the pay levels in Exhibit A notwithstanding that there may be different steps of pay within the pay level. An employee **"bumped"** out of a position shall be assigned to a vacant position in his/her same level. The employee may elect another position only if the vacant position offered has fewer hours and/or weeks than his/her formerly held position. An employee **"bumping"** into a lower level position shall remain at the same step in the pay plan. An employee assigned or electing to **"bump"** into a different position will be on probation for the first three (3) months. Immediately upon entrance into a new classification, an employee's seniority shall be dovetailed into such classification according to his/her District-wide seniority standing. The employee shall retain recall rights to his/her former position for a three (3) month period following a **"bump"**. A Union Representative may be present, at the request of the employee, when the District meets with an employee to notify that employee of **"bumping"** options.

Provided, that where it is determined that two (2) or more persons in the level in which layoff or reductions to be made have equal seniority, the order of layoff or reduction in such tie cases shall be determined by first, the employee with the earlier birth month; second, the employee with the earliest birthday in that month. January 1st shall be considered the starting month when determining seniority.

C. **Layoff:**

1. If no assignment is made as described above, the employee shall be laid off. The employee shall retain his/her seniority while on layoff list. Seniority shall be adjusted based on length of time on the lay-off list once the employee is recalled to work.
2. After a period of two (2) years the employee's name shall be removed from the layoff list. The person will be notified of such action unless the period is extended by the School Board.

D. **Recall from Layoff List:**

1. When a position becomes available, the assignment shall follow the process in Article VI – Vacancies.
2. Persons on the layoff list must accept, if offered, a benefit eligible position in the same or higher level as held at the time of lay-off. If such a position is declined, the person on the layoff list shall forfeit his/her recall rights.

ARTICLE XIII
Probation

- A. Upon being initially employed with the District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. An employee either newly hired, promoted or transferred will have a written review at 90 days. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same class from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are assigned to a position in the same class from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.
- B. The Supervisor may, during the probationary period, discharge or demote an employee for any cause, as the Supervisor shall see fit. Any probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted and then rejected during the probation period shall have the right to assume the position from which he/she was promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same class held by the least senior person. If the affected employee is the least senior person in the class, he/she shall be placed in the position held by the least senior employee in each successively lower class in which he/she has previously completed a probationary period. If the affected employee does not have sufficient seniority to bump into any lower classes, his/her name shall be placed on the reemployment list for the class from which he/she was promoted and upon the reemployment list of all lower classes in the same series in which he/she has previously completed a probationary period.

ARTICLE XIV
Seniority and Longevity

A. Seniority

1. Seniority shall be determined by an employee's length of service in the clerical unit.
Note: Seniority is subject to the conditions of Article XII on probation.
2. Time spent on paid Sick Leave shall count toward seniority. Time spent on Special Leaves over thirty (30) days, except Military and Maternity, shall not be counted.
3. A seniority list shall be maintained and brought up to date as of November 1 of each year with copies available at each work site and the DFT office. Employees shall have fifteen (15) working days thereafter to raise challenges to their seniority rating. Any employee failing to challenge his/her seniority as shown on such list within the fifteen (15) working day period thereafter shall be considered to have confirmed his/her seniority as listed. An updated seniority list will be available to the union representatives monthly.

4. **Definitions**

- (a) Level means a group of positions established under these rules sufficiently similar in respect to the duties, responsibilities and authority thereof that the same descriptive title may be used to designate each position allocated to the level, that the same requirements as to education, experience capacity, knowledge, proficiency, ability and other qualifications should be required of the incumbents, that the same tests of fitness may be used to choose qualified employees, and that the same schedule of compensation can be made to apply with equity.

B. Longevity Award

1. Those employees who have been employed full time (38 weeks or more per year) for more than seven (7) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

Full Time	Per Month
7 – 15 years	\$1000 per year
16 – 20 years	\$1500 per year
21-25 years	\$ 2000 per year
25+ years	\$ 2500 per year

Continuous service is defined as having no break in service over thirty (30) days except by an authorized leave of absence, except for military service in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year but working the full school year shall be considered to have completed a full year of continuous service towards eligibility for longevity award.

2. Employees who work part-time (but at least 1/2 time) and who qualify for longevity, as provided above, will receive longevity on a pro-rata basis except where an employee goes from part time to full time, the employee must work in a full time capacity for more than five (5) years in order to qualify for the full time longevity payment but until so qualified, he/she shall continue to receive the pro-rata based longevity.

ARTICLE XV
Holidays

- A. All employees under this Agreement whose contract extends over the following dates are entitled to be paid the following as paid holidays according to their designated calendar:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Juneteenth

Labor Day
Convention Day in October
Thanksgiving Day
The day after Thanksgiving
Christmas Eve
Christmas Day

Hourly people working fourteen (14) hours or more a week will be eligible for a paid holiday. Pay for holidays will be based on their normal work hours. Employees requested/required to report to work on a paid holiday will receive one and ½ times their regular pay for the number of hours they work and will receive equal number of hours in paid time off to use at a later date of their choosing.

Except that if Convention Day falls on a day when school is in session, such day shall not be a paid holiday and the employees shall receive a paid **"floating"** holiday in lieu thereof, the date of said **"floating"** holiday to be chosen by the majority of the employees with the approval of the Superintendent of Schools. Said **"floating"** holiday shall not occur on a day when school is in session and all employees shall be required to take the same **"floating"** holiday. If for emergency reasons or any other reason requiring the conducting of schools on Presidents' Day, such day shall not be a holiday and employees shall receive an extra day of vacation in lieu thereof. Whenever a holiday falls on Saturday, the preceding day shall be a paid holiday instead; if on Sunday, the following day shall be a paid holiday instead.

ARTICLE XVI Insurance

- A. The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents. Eligibility for insurance shall be the same as the teacher bargaining unit.

The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payments of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to his/her taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

- B. All employees under this Agreement must work one-half (1/2) time or more per week to qualify for insurance benefits. The FTE will be .600 (24 hours).

ARTICLE XVII Scheduling

The normal workweek for full-time employees shall be forty (40) hours per week. Employees under this Agreement required to work for the School District in excess of forty (40) hours per week shall be paid time and one-half their regular hourly rate for all hours paid in excess of forty (40) hours per week. If an employee is required to work on Sunday or on a holiday, they shall be paid double their regular hourly rate.

Break Times:

1. Each clerical employee has the choice to take one fifteen (15) minute break for each four (4) hours of scheduled work time per day. Taking small breaks during the day to attend to personal business, not to exceed a total of fifteen (15) minutes per four (4) hours of scheduled work is also an option. The fifteen (15) minute break(s) may be added to a lunch break (if lunch break is scheduled), thereby extending the lunch break to a maximum of sixty (60) minutes. The option must be agreed to between the clerical employee and his/her supervisor.
2. Breaks should be arranged to accommodate the needs of the office and to promote good customer service and efficient operation of the office.

Contract Days and Work Schedule:

1. For clerical employees who work less than 52 weeks, the contracted weeks worked will be agreed between the clerical and their immediate supervisor then submitted to Human Resources no later than June 1 for the next school year.

2. If hired after June 1, employees have 30 days from the start date to submit their schedule to Human Resources.
3. Employees also have the option to work remotely as needed if approved by their supervisor.

ARTICLE XVIII
No Strike Clause

Education Minnesota Duluth-Clerical Local 692-A, Duluth, Minnesota, and the employees covered under this Agreement agree that they will not call, engage in, or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. The right of the employees not to cross a bona fide picket line is recognized by the District.

ARTICLE XIX
Validity or Conformity to Law Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

ARTICLE XX
Retroactivity

Only employees who are actively employed by the School District on the date of this Agreement or who retired from School District employment during the term of this Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement. No employee who has resigned or had his/her employment terminated on or prior to the date of this Agreement or who is on an extended leave of absence without pay on the date of this Agreement, shall be entitled to receive any additional benefits or payment for services performed prior to the date of this Agreement as a result of the terms of this Agreement.

ARTICLE XXI
Payroll And "Direct Deposit"

Employees within the bargaining unit shall be paid biweekly through the 2021-2022 contract year. The School District may pay such employees in the bargaining unit by depositing in such banks or credit unions as the employee shall designate, the net salary or wages owing to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee, which allows the employee to withdraw such salary or wage payments from such bank or credit union without charge to the employee.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees working less than 52 weeks will be paid bi-monthly based on their regular or agreed upon calendar. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 1st or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

ARTICLE XXII
School Closing

When schools are closed because of inclement weather, clerical employees shall not report to work and will be compensated for no more than 2 work days per school year. If an e-learning day is called, clerical employees will be allowed to work remotely. Additional inclement weather days closing, in the same school

year, will be compensated through deduction from the employee's sick leave balance, vacation balance, or leave without pay at the employee's choice. Employees also have the option of reporting to work or working remotely if approved by their supervisor.

When schools are delayed by two (2) hours because of inclement weather, clerical employees may report up to two (2) hours later than their regularly scheduled reporting time and will be compensated at their regular rate of pay for those two (2) hours.

If individual schools/sites are closed because of an emergency, then clerical employees in the schools/sites closed shall be allowed to stay home and be paid.

ARTICLE XXIII
Health Care Savings Plan (HCSP)

- A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District.
- B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.
- C. Determination of the HCSP:
1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
 2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 - 7 below.
 3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
 4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculation shall be referred to as Sub-Total of Days.
 5. Total Days shall be the calculation of Sub-Total of Days times 110%.
 6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
 7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the employee's DRP less the 3.5% discount amount.
 8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
 9. The amount contributed to the employee's HCSP shall be determined by the following calculation:
Benefit Payment (or first 100 Days)
Current and Accumulated Sick Leave Days (up to a maximum of 100 days) X Employee's DRP = Benefit for First 100 Days
Benefit Payment (or Remaining Days)
Years of Service x 2.5 Multiplier
+ Unused and Accumulated Sick Leave Days (up to a maximum of 210)
= Sub Total of Days X 110%
= Total Days
- Days from Benefit Payment for First One Hundred (100) Days Calculation
= Total Credit Days X DRP
-3.5% Discount
= Benefit Payment for Remaining Days
+ Benefit Total for First 100 Days
= Total Payment to HCSP
- D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness

or other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.

- F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.
- G. The Clerical 692A will be granted access to a 403(b)-match plan in accordance with the teacher's Agreement when such an agreement is reached.

ARTICLE XXIV **Bonding and Travel Expenses**

Should the School District continue to require employees within the bargaining unit to handle money on behalf of the schools or School District and transport the same, the School District shall bond such employees and pay travel expenses.

ARTICLE XXV **Union Membership**

1. **Union Dues:** Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union, the monthly Union dues of such employee and shall remit the dues to the union via an electronic transfer on the current pay period. This current list of union members will be verified and updated on a monthly cycle and confirmed with the union representatives. Union dues, will be determined by the union and communicated to the District by October 1 of the current year. Union Dues will be spread over eighteen (18) pay periods from during a mutually agreed upon time prior to October 1 of each year.
2. **Union Representation:**
Representatives of the union shall have reasonable access to worksites and school facilities to, investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, union representatives in shall make their presence known to the worksite supervisor or his/her designee. Such visits shall not interrupt normal work responsibilities
3. **Access to New Hire:**
The District must provide information about new hires to the union within 20 days of their hire or exit from the bargaining unit. Also, the District must provide information about bargaining unit members to the union every 120 days. The union must be given an opportunity to meet with new employees for at least 30 minutes upon their hire.
4. **Access to Unit Member Lists**
By October 1 of each school year, the district shall provide in electronic form to the Union the names, addresses, work telephone numbers, work email address, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a monthly basis of on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled with in five days.
5. **Maintenance of Membership**
Any member of the bargaining unit may authorize the District to deduct from his/her pay the amount of dues charged by the union. This authorization must be in writing. Upon receipt of authorization the bargaining unit will forward to the Human Resources Office the members names not less than two (2) weeks before the payday when it is to become effective. The district agrees to implement all the terms of dues-check off authorizations submitted to the District by the Union and agreed to by the Employee.

The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated on the authorization.

When a bargaining unit member has so authorized a "Full Union Membership" dues deduction, such authorization cannot be canceled except during the drop period defined by Education Minnesota- Cancellation must be in writing, and forwarded to the Human Resource Office with in that week. The

process for cancellation will be following by the guidelines established by Education Minnesota, first notifying the union and the union will notify Human Resources of such change.

ARTICLE XXVI **Energy Conservation Clause**

In the event of energy shortage or severe weather, the School District reserves the right to modify the school calendar, and, if school is closed on a normal duty day(s), the employee shall perform duties on such other day(s), in lieu thereof as the School Board, or its designated representative, shall determine, if any. Employees in this unit shall only be paid for hours/days worked except as otherwise provided in Article V of this Agreement.

In the event of energy shortage or severe weather, the School District further reserves the right to modify the length of the workday, as the School District shall determine, but with the understanding that the total number of hours shall not be increased, i.e., a four (4) day week with increased hours per day but the total hours not more than the regular five (5) day week.

Prior to modifying the scheduled length of workday pursuant to Subd. 2 hereof or modifying the work year pursuant to Subd. 1, the School District shall afford the Union the opportunity to meet and confer on such matters.

In the event the School Board adopts a school calendar, which provides for a four (4) day week, members of this unit, if requested, will adjust their work schedules accordingly without change in compensation, benefits or weekly hours of employment.

ARTICLE XXVII **Professional Development**

It is the intention of the parties that a reasonable amount of time be made available for clerical staff for the purpose of professional development. In addition to the mandatory professional development, clerical will have opportunity to receive eight (8) additional hours of professional development. This professional development could be obtained virtually through the current district learning platform, virtual professional development or through in person conference. Payment will be made via a submission through a professional leave application. Specific scheduling of these professional development opportunities for each individual would need to be done while recognizing the needs for office coverage in each work area. Training topics should be pertinent and timely. The preference of the District and the leadership of the Unit is to work together to mutually identify appropriate topics and subject areas.

ARTICLE XXVIII **Travel**

Reimbursement will be made by the School District for authorized travel as follows:

1. **In-District Travel** – At a mileage rate as determined by School Board Policy #3136R.
2. **Out-of-District Travel** – Hotel and registrations at actual cost. Commercial transportation, when used at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

ARTICLE XXIX
Labor Management Committee

Education Minnesota-Duluth Clerical local #692-A ("Union") and Independent School District No. 709 ("District") agree to participate in the labor management process.

1. The Labor Management committee shall have up to four Union members. The Union shall appoint the union members to the committee.
2. The Labor Management committee shall have up to four District representatives. The District shall appoint the District members to the committee.
3. A minimum of four mutually agreed upon meetings per year shall be held.

ARTICLE XXX
Term of Agreement

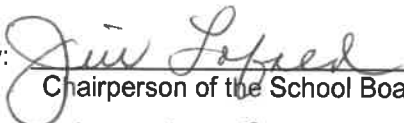
This Agreement shall be effective July 1, 2025, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2025 to June 30, 2027, inclusive, except as otherwise provided herein. Not more than 120 days and not less than 90 days prior to the termination of this Agreement both parties shall present their proposals for changes in the Agreements and commence negotiations for a new Agreement.

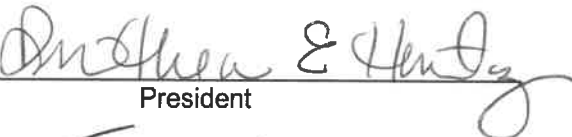
This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this 20th day in August, 2024.

INDEPENDENT SCHOOL DISTRICT NO. 709

**EDUCATION MINNESOTA DULUTH CLERICAL
LOCAL 692-A**

By: 
Chairperson of the School Board

By: 
President

By: 
Clerk of the School Board

By: 
Representative/Negotiator

APPENDIX A
GRIEVANCE FORM

<p><u>For Office Use Only</u></p> <p>File No.: _____</p> <p>Level I Hearing Date: _____</p> <p>Hearing Officer: _____</p> <p>Decision Date: _____</p> <p>Appeal Date: _____</p> <p>Level II Hearing Date: _____</p> <p>Level II Appeal Date: _____</p>
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EDUCATION MINNESOTA DULUTH-CLERICAL
639 E. CENTRAL ENTRANCE
DULUTH, MN 55811
(218) 722-1735

CLERICAL

PURSUANT TO THE AGREEMENT BETWEEN INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY, MINNESOTA, AND EDUCATION MINNESOTA DULUTH-CLERICAL 692-A.

NATURE AND DATE OF VIOLATION:

ARTICLE(S) ALLEGED TO HAVE BEEN VIOLATED, MISAPPLIED OR MISINTERPRETED INCLUDING BUT NOT LIMITED TO:

RELIEF OR ACTION SOUGHT:

FILED AT LEVEL _____ OF GRIEVANCE PROCEDURE WITH _____
(Supervisor)

ON: _____
(Date)

BY: _____
(Name)

Please make 3 copies:

1. Immediate Supervisor
2. D.F.T. Office
3. Your Records

(Signature)

EXHIBIT A

EDUCATION MINNESOTA DULUTH-CLERICAL SALARY SCHEDULE

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
OFFICE SUPPORT SPECIALIST							
2025-2026	18.38	19.02	19.69	20.38	21.09	21.83	22.59
2026-2027	18.75	19.40	20.08	20.78	21.51	22.26	23.04
OFFICE SUPPORT SPECIALIST - INTERMEDIATE							
2025-2026	19.85	20.54	21.26	22.01	22.78	23.57	24.40
2026-2027	20.25	20.95	21.69	22.45	23.23	24.05	24.89
OFFICE SUPPORT SPECIALIST - SENIOR							
2025-2026	21.44	22.19	22.96	23.77	24.60	25.46	26.35
2026-2027	21.87	22.63	23.42	24.24	25.09	25.97	26.88
EXECUTIVE ASSISTANT							
2025-2026	23.15	23.96	24.80	25.67	26.57	27.50	28.46
2026-2027	23.61	24.44	25.30	26.18	27.10	28.08	29.03