

Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 17, 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 | 5 |
| C. Schedule of Meetings and Events | 18 |
| 7. Report of Standing Committees | |
| A. Committee of the Whole | |
| 1) Monthly Committee of the Whole (<i>September 5, 2024</i>) | 19 |
| B. Human Resources/Business Services Committee (<i>September 10, 2024</i>) | 57 |
| C. Policy Committee (<i>September 5, 2024</i>) | 168 |
| 8. General Board Committee Updates | |
| 9. Consent Agenda | 195 |
| 10. Resolutions from Committee Reports | |
| A. B-9-24-4056 - Acceptance of Donations to Duluth Public Schools | 451 |
| B. B-9-24-4057 - Maximum Levy Certification | 453 |
| 11. Special Resolutions and Action Items | |
| A. HR-9-24-4055 NCFO Bargaining Unit Contract | 454 |
| B. SP-9-24-4058 Legislative Resolution: Increasing Technology Funding
For Minnesota Schools | 485 |
| C. SP-9-24-4059 Legislative Resolution: Special Education | 487 |
| D. SP-9-24-4060 Legislative Resolution: Increasing Funding for Career and
Technical Education in Minnesota | 488 |
| 12. Questions / Other | |
| 13. Adjournment | |

Dear School Board members,

Tonight, we would like to recognize a group of exceptional students from East High School, Denfeld High School, Ordean East Middle School and Lincoln Park Middle School who have distinguished themselves at the National History Day competition.

Their dedication, passion for history, and remarkable achievements deserve our utmost recognition.

We had over 35 students from our four secondary schools qualify and compete at the State History Day competition. Two of those students went on to compete at the national level.

Anna Keto qualified with her project called “Ms. Magazine: A Turning Point In Feminist Media.”

Margaret Johnson qualified for her website called “A Turning Point in Native American Spirituality: The American Indian Religious Freedom Act of 1978” and placed 2nd in the nation.

Furthermore, we extend our gratitude to Catherine Nachbar who was a finalist for National History Day Teacher of the Year for MN.

Her unwavering support and guidance have undoubtedly played a pivotal role in these students' success.

Their accomplishments stand as a testament to their intellectual curiosity, perseverance, and commitment to excellence.

Please join me in congratulating them on their outstanding achievements and thanking them for representing our district with such distinction.

Sincerely,

Anthony Bonds

Assistant Superintendent

September Student Rep Report - Mia Patronas

East High School

- “Welcome Back” Tailgate, Football game, and dance were held on the first Friday of the school year. All were heavily attended and spirited
- Senior Sunrise gathering on the baseball field to celebrate our last first week of high school
- Adjustments to 7 Period schedule
 - Students and teachers are beginning to get used to it but the days have noticeably felt longer
- First “pause day” of the school year
 - Opportunity for clubs to meet and students to make up tests and catch up on homework
 - Some students struggled with teachers assigning extra work prior to the pause day, making that time to catch up more overwhelming
- Fall musical, Hadestown:teen edition is performing October 24th-27th. This will be the regional premiere of this production

September Report:

Larisa Miller
Denfeld Highschool

- 9-16-24 Deadline to drop a class for a study hall
- 9-27-24 - Hi Day (Traditional welcome of the incoming Class of '28) Wear Maroon/Gold!
- 9-30 through 10-4-24 - Homecoming Week Student government is working on this, trying to get everything to fit in assembly!
- Hunter license-keep changing-excused absences in total of two days each month is the max
 - Main point is for families to know the engagement matters-this is new and going to be continued to work on
 - Diverse types of aspects, parents not in the picture for academics to excuse people, outside clubs and sports in the community.
- Senior officers' application is open
- Clubs trying to find times to meet without win
- BSA is during lunches
- Multicultural room- need decorations, and make it more known
- Step team officially started, hopefully performing at the homecoming-Student led
- League of women voters is now at Denfeld, for the first time, advocating for younger voters
- Shoreliners have started practicing for the homecoming half time everyone is welcome to join
- Student Involvement in the DTA discussion?
- Dash- great NYLC (National Youth Leadership Conference) connections, they working on a food scarcity project- working on a podcast and article to be involved in.
- The football team is 3-0 so far, East game is this Friday, theme is neon
- 10-31-24 Senior Grad Pics due
- Sept 20th homecoming court nominations end
- Open Forum for students once a month

www.ISD709.org

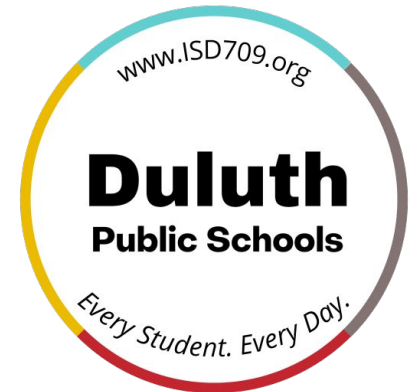
Duluth

Public Schools

Every Student. Every Day.

Superintendent's Report

September 17, 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.

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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



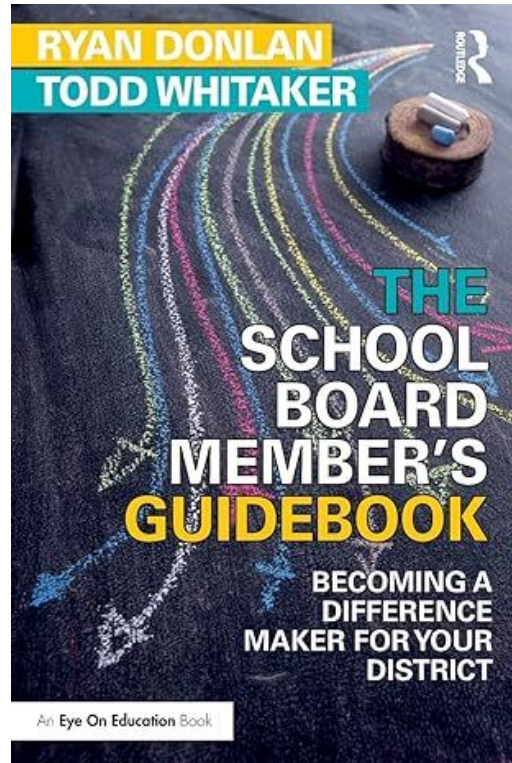
Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

Topics

- Student Reports
- School Board Recognition
- Back-to-School Updates
- Superintendent Goals
- Other

School Board Recognition

School Board Recognition

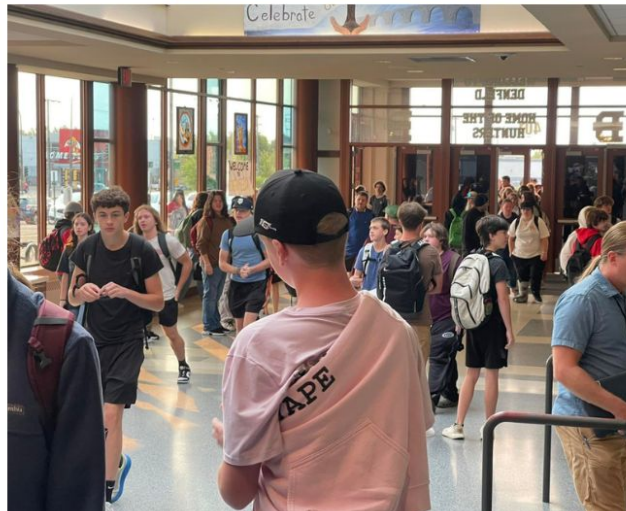


School Board Recognition



Back-to-School Updates ¹²

- We've have an amazing start to the school year!
- Second year of the strategic roadmap, focused on Supporting Every Student, Advancing Equity and Improving Systems
- Doing so through Safety, Attendance, Inclusion and Literacy (SAIL)
- New middle and high school schedules
- Implementation of "I Love U Guys"





Back-to-School Updates

Superintendent Goals

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 September 16 - September 20, 2024

Tuesday	September 17, 2024	5:30 p.m.	Listening Session
Tuesday	September 17, 2024	6:30 p.m.	Regular School Board Meeting*
Wednesday	September 18, 2024	5:00 p.m.	American Indian Parent Advisory Committee (AIPAC) Denfeld High School 401 N 44th Ave W
Wednesday	September 18, 2024	<i>Immediately following AIPAC</i>	Title VI Committee Denfeld High School 401 N 44th Ave W
Wednesday	September 18, 2024	<i>Immediately following Title VI</i>	Johnson O'Malley Committee Denfeld High School 401 N 44th Ave W
Thursday	September 19, 2024	6:00 p.m.	Education Equity Advisory Committee (EEAC) Lincoln Park Middle School 3215 W 3rd St

Week of September 23 - September 27, 2024

None

**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
September 13, 2024**

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, September 5, 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) Supporting Every Student

a. District Accountability

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2) Improving Systems

a. School Emergency Management Updates

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B. Budget Update

C. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: Thursday, September

Topic: Supporting Every Students: District Accountability

Presenter(s): Brenda Spartz

Attachment (yes): Presentation

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

Annual review of District Accountability measures

- Background Information
- Review Data
- 2024/2025 District Goals

This Requires School Board Approval ___ Yes _X_ No

Duluth Public Schools Committee of the Whole

Supporting Every Student: Accountability

September 5, 2024



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Belonging



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Background

District Assessment Plan



Minnesota Department of Education

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MDE

Calendar of district assessments posted on website at least one week prior to assessments being administered (no later than October 1st)

- [Assessment Website](#)
- [2024-2025 District Testing Calendar](#)

Limits on total testing time for taking locally adopted district-wide and state assessments:

- **Grades 1-6:** not to exceed 10 hours per school year
- **Grades 7-12:** not to exceed 11 hours per school year



Reading to **E**nsure **A**cademic **D**evelopment Act

READ Act requires mandatory screening of every child in K, 1st, 2nd, and 3rd grades using an approved screening tool.

- **FastBridge**
 - Approved screening tool
 - Duluth already uses this assessment
- **3 Times per Year**
 - Within the first and last six weeks of school
- **Measure Foundational Reading Skills**
 - Phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia
- **Data Submitted to MDE**
 - Through READ Act Local Literacy Plan
 - Due annually by June 15



Background

North Star Accountability



North Star Accountability

Overarchingly...

Minnesota North Star system designed to fulfill requirements of federal **Every Student Succeeds Act** (ESSA), which was signed into law December 2015

Identification

- Identification occurs every 3 years
 - 2024/2025: year 3 in current cycle
 - Next identification - August 2025
- Identify individual schools and districts for support and/or recognition
- Both overall performance and performance of specific student groups are considered



As a side note...

- *North Star Accountability* uses different (more complicated) calculations for reporting data. Hence, data accessed through any category with “North Star” cited on [MDE Report Card](#) will not equal the basic data reported in this presentation due to the different components included in calculations.

North Star Accountability

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3 Stages to the Identification Process

- **Stage 1**
 - Math Achievement
 - Reading Achievement
 - Progress Toward English Language (EL) Proficiency
- **Stage 2**
 - Math Progress (elem/middle schools)
 - Reading Progress (elem/middle schools)
 - 4 & 7 year grad rates (high schools)
 - All 4 of indicators for district identification
- **Stage 3**
 - Consistent Attendance



2 Types of Support for Schools

- **Comprehensive Support**
 - Ongoing onsite technical assistance coordinated with school's district
 - Support customized based on the school's context, student population, specific needs
- **Targeted Support**
 - Most support from school district; some provided by Regional Center of Excellence (RCE)

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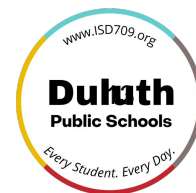
North Star Accountability: Identification

Schools Receiving Comprehensive Support / Reason(s) for Identification	
Laura MacArthur Elementary	Lowest 5% of Title I schools based on Stages 1-4
Myers-Wilkins Elementary	Student group performing similarly to the lowest 5% of Title I schools for two identification cycles
Piedmont Elementary	Student group performing similarly to the lowest 5% of Title I schools for two identification cycles
Duluth Area Learning Center	Four-year graduation rate below 67%

North Star Accountability: Identification

Schools Receiving Targeted Support / Reason for Identification	
Lowell Elementary	Student group performing similarly to the lowest 5% of Title I schools based on Stages 1-4
Myers-Wilkins Elementary	Student group performing similarly to the lowest 5% of Title I schools based on Stages 1-4
Academic Excellence Online	Student group performing similarly to the lowest 5% of Title I schools based on Stages 1-4
Stowe and Congdon were previously identified and did not meet exit criteria. They will receive continued support.	

Data



Balanced Assessment System

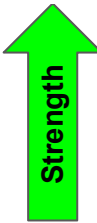
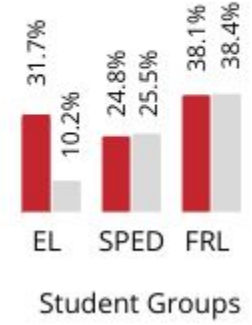
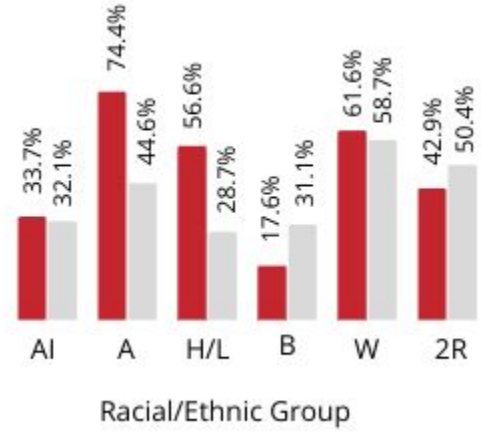
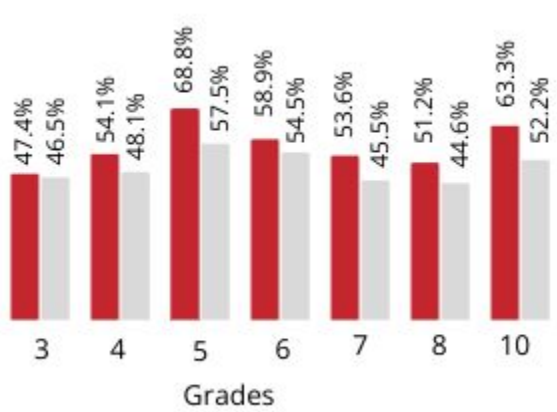
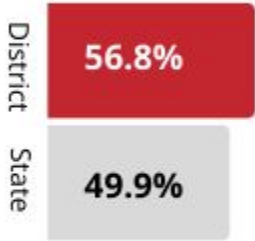
Fast
Bridge

MCA

	Formative Assessments	Formal Classroom Assessments	Diagnostic Intervention Assessments	Interim Benchmark and Screening Assessments	External Summative Assessments
	Classroom		District or School		State
Purpose	•Assesses learning during lessons to guide next steps in instruction	•Assesses retained learning across related lessons	•Diagnoses strengths and/or areas for growth	•Identifies skill gaps and offers recommendations for instruction and intervention	•Evaluates implementation of state standards
Description	<ul style="list-style-type: none"> •Provides evidence of learning as it is developing •Useful to educators and students to inform next steps in learning 	<ul style="list-style-type: none"> •Provides evidence of retained learning across related lessons •Most useful to educators and students to adjust learning and instruction 	<ul style="list-style-type: none"> •Provides evidence of student strengths and needs in specific skill areas to inform instructional supports •Most useful to educators to inform targeted instruction and intervention in specific skill areas 	<ul style="list-style-type: none"> •Provides one piece of data used to identify students who may benefit from additional support •Most useful to groups of teachers school leaders for measuring progress and longer-term planning 	<ul style="list-style-type: none"> •Provides summarized evidence of retained learning of the standards •Most useful to school and district leaders to evaluate curriculum and programs
How Often	•Ongoing, during learning	•Weekly, monthly	•As needed	•2-3 times per year	•Once per year
Examples	•Exit tickets, class polls	•End of unit assessments, quizzes, performance tasks	<ul style="list-style-type: none"> •FASTBridge •PRESS •Bridges 	<ul style="list-style-type: none"> •FASTBridge •Desired Results Developmental Profile 	<ul style="list-style-type: none"> •MCA, MTAS •ACCESS

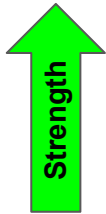
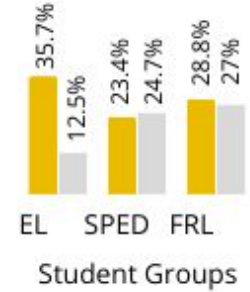
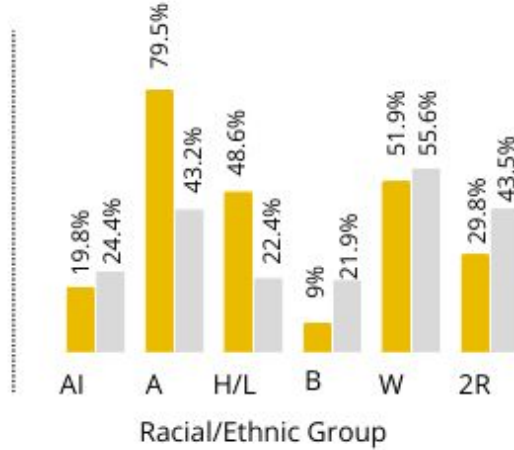
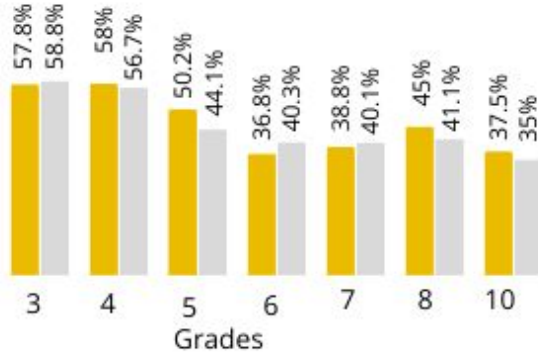
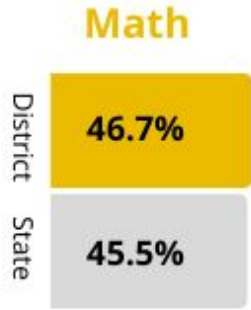
2024 Math MCA

Reading



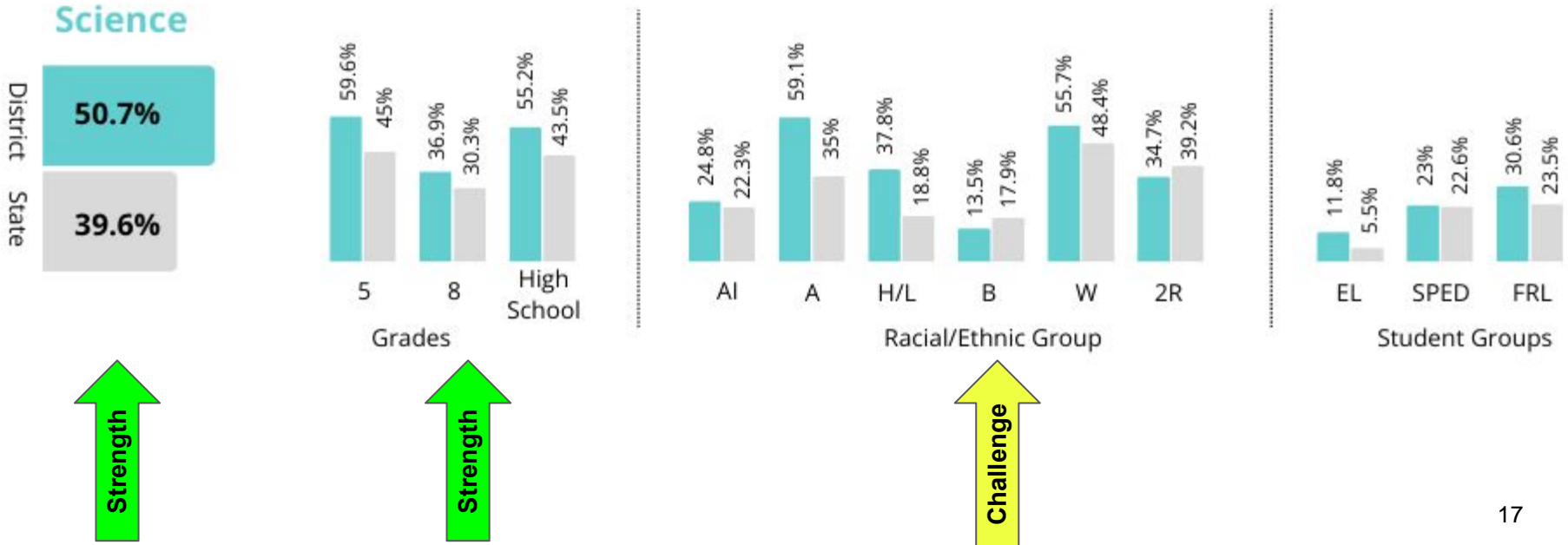
KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

2024 Math MCA



KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

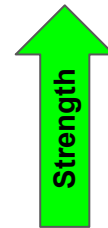
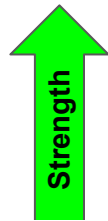
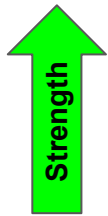
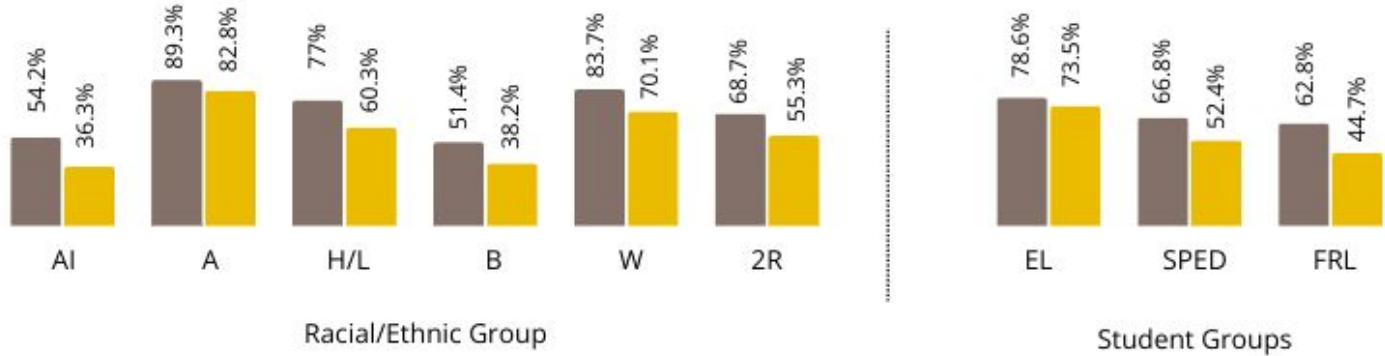
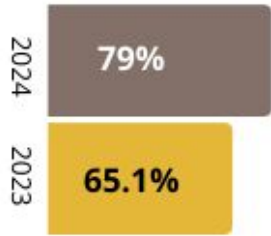
2024 Science MCA



KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

2024 Consistent Attendance: North Star Acct

Consistent Attendance (Students attend 90% or more of the time enrolled)



KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

FastBridge: Kindergarten

Kindergarten					
Fast Bridge Early Reading Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	5 Yr Avg	
Post-COVID	Fall	2023	54.8%	-8.4%	-7.1%
	Spring	2024	46.4%		
	Fall	2022	50.1%	-12.3%	
	Spring	2023	37.8%		
	Fall	2021	47.3%	-13.2%	
	Spring	2022	34.1%		
Pre-COVID	Fall	2018	38.6%	3.5%	
	Spring	2019	42.1%		
	Fall	2017	41.4%	-5.3%	
	Spring	2018	36.1%		
Avg Incoming (Fall) Kinder			46.4%	-7.1%	
Avg Outgoing (Spring) Kinder			39.3%		

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

Kindergarten					
Fast Bridge Early Math Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	3 Yr Avg	
Post-COVID	Fall	2023	70.7%	-7.8%	-1.8%
	Spring	2024	62.9%		
	Fall	2022	66.0%	1.0%	
	Spring	2023	67.0%		
	Fall	2021	65.5%	1.5%	
	Spring	2022	67.0%		
Pre-COVID	Fall	2018	--%	---%	
	Spring	2019	---%		
	Fall	2017	--%		
	Spring	2018	---%		
Avg Incoming (Fall) Kinder			67.4%	-1.8%	
Avg Outgoing (Spring) Kinder			65.6%		

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

FastBridge: 1st Grade

1st Grade						
Fast Bridge Early Reading Screening Assessment						
Fall to Spring: % of Students at "Low Risk"						
F / S	Yr	% "Low Risk"	Growth	5 Yr Avg		
Post-COVID	Fall	2023	33.6%	12.8%	13.1%	
	Spring	2024	46.4%			
	Fall	2022	33.6%	14.0%		
	Spring	2023	47.6%			
	Fall	2021	29.3%	11.5%		
	Spring	2022	40.8%			
	Pre-COVID	Fall	2018	31.8%		12.5%
		Spring	2019	44.3%		
Fall		2017	38.9%	14.8%		
Spring		2018	53.7%			
Avg Incoming (Fall) 1st Grade			33.4%	13.1%		
Avg Outgoing (Spring) 1st Grade			46.6%			

**Percentage of students meeting at "no risk" per established benchmarks (proficient)

1st Grade					
Fast Bridge Early Math Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	3 Yr Avg	
Post-COVID	Fall	2023	62.5%	1.1%	3.0%
	Spring	2024	63.6%		
	Fall	2022	67.0%	0.0%	
	Spring	2023	67.0%		
	Fall	2021	63.0%	8.0%	
	Spring	2022	71.0%		
Pre-COVID	Fall	2018	--%	---%	
	Spring	2019	---%		
	Fall	2017	--%		
	Spring	2018	---%		
Avg Incoming (Fall) 1st Grade			64.2%	3.0%	
Avg Outgoing (Spring) 1st Grade			67.2%		

**Percentage of students meeting at "no risk" per established benchmarks (proficient)

FastBridge: 2nd Grade

2nd Grade					
Fast Bridge aReading Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
	F / S	Yr	% "Low Risk"	Growth	5 Yr Avg
Post-COVID	Fall	2023	43.7%	5.7%	5.5%
	Spring	2024	49.4%		
	Fall	2022	48.0%	10.0%	
	Spring	2023	58.0%		
	Fall	2021	45.0%	12.0%	
	Spring	2022	57.0%		
Pre-COVID	Fall	2018	66.0%	-10.0%	
	Spring	2019	56.0%		
	Fall	2017	59.0%	10.0%	
	Spring	2018	69.0%		
Avg Incoming (Fall) 2nd Grade				52.3%	5.5%
Avg Outgoing (Spring) 2nd Grade				57.9%	

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

2nd Grade					
Fast Bridge aMath Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
	F / S	Yr	% "Low Risk"	Growth	5 Yr Avg
Post-COVID	Fall	2023	61.3%	2.3%	2.6%
	Spring	2024	63.6%		
	Fall	2022	62.2%	0.6%	
	Spring	2023	62.8%		
	Fall	2021	59.2%	2.4%	
	Spring	2022	61.6%		
Pre-COVID	Fall	2018	67.9%	-1.1%	
	Spring	2019	66.8%		
	Fall	2017	69.2%	8.7%	
	Spring	2018	77.9%		
Avg Incoming (Fall) 2nd Grade				64.0%	2.6%
Avg Outgoing (Spring) 2nd Grade				66.5%	

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

District Goal(s)



Goal Setting

Through a labor management process, the District and DFT holds an annual QSC meeting to determine district goals.

- **Meeting was held August 22, 2024**
 - Reviewed TDE Plan
 - Reflection on 2023/2024 goal and results
 - Reviewed data from last year
 - Discussed and set goals for 2024/2025

Teacher Development & Evaluation Plan (TDE)

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Through joint agreement, Duluth Public Schools and Duluth Federation of Teachers (DFT) collaboratively developed an annual teacher evaluation process, which includes a goal setting process. *Please see statutory language below along with a link to the Approved TDE Plan:*

Student Learning and Achievement – Measures of Student Growth

(“The 35%”)

Statutory Language

- The teacher evaluation process must use data from valid and reliable assessments aligned to state and local academic standards and must use state and local measures of student growth that may include value-added models or student learning goals to determine 35 percent of teacher evaluation results.

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[Duluth/DFT Approved TDE Plan](#)

Goal Setting: Reflection on 2023/2024 Goal

2023-24 District Goal: By Spring 2024, reading proficiency for the student groups Black and Special Education will increase, as measured by all accountability assessments (MCA+ MTAS, All Students Tested). For the purpose of TDE, the results will be scored using the rubric below and will be reviewed at the August 2024 QSC Meeting.

Reading Proficiency		2018-2019	2020-2021	2021-2022	2022-2023	2023-2024	Difference
Black or African American	District	23.5	22.1	23.5	16.7	17.6	+ 0.9
	State	34.7	30.7	30.7	30.5	31.1	+ 0.6
Special Education	District	24.6	24.0	24.0	24.0	24.8	+ 0.8
	State	29.8	25.8	25.7	25.6	25.5	- 0.1

2024/2025 District Goals

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2024-25 District Goal: QSC August 22, 2024

Duluth Public School will make incremental progress towards the READ Act goal of every MN child reading at or above grade level every year beginning in Kindergarten as measured by leveled indicators (FastBridge, MCAs, DRDP, Graduation rates).

***Fall 2024, each teacher will align themselves with the most appropriate leveled indicator below and document it in Frontline; Goal Setting Form; Beginning of Year; District Goal. The District Goal above and the chosen indicator (from below) should both be documented. For the end of year reflection and rating, each teacher will use the rating aligned with their chosen indicator (below for their documentation. Ratings for each indicator will be shared by the District at the end of the school year.*



26

2024/2025 District Goal with Leveled Indicators

45

Leveled Indicators:

Literacy Readiness for Kindergarten

- Pre-school

Kindergarten

- FastBridge earlyReading fall 2024 to spring 2025 growth

Primary Elementary

- 1st & 2nd Grades
- FastBridge earlyReading fall 2024 to spring 2025 growth

Intermediate Elementary

- 3rd, 4th, & 5th Grades
- MCA Reading - percent of students proficient - 2024 to 2025 growth

Middle School

- 3rd, 4th, & 5th Grades
- MCA Reading - percent of students proficient - 2024 to 2025 growth

High School

- 10th Grade
- MCA Reading - percent of students proficient - 2024 to 2025 growth

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COW Agenda Cover Sheet

Meeting Date: 9/5/2024

Topic: School Emergency Management Updates

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 refresh of the ISD709 emergency management procedures and transition to the I Love U Guys Foundation Standard Response Protocol and Standard Reunification Method.

This Requires School Board Approval Yes No (informational only)

Updates to Emergency Operations Plan

Lexie Neff, CSP

What's new this year?

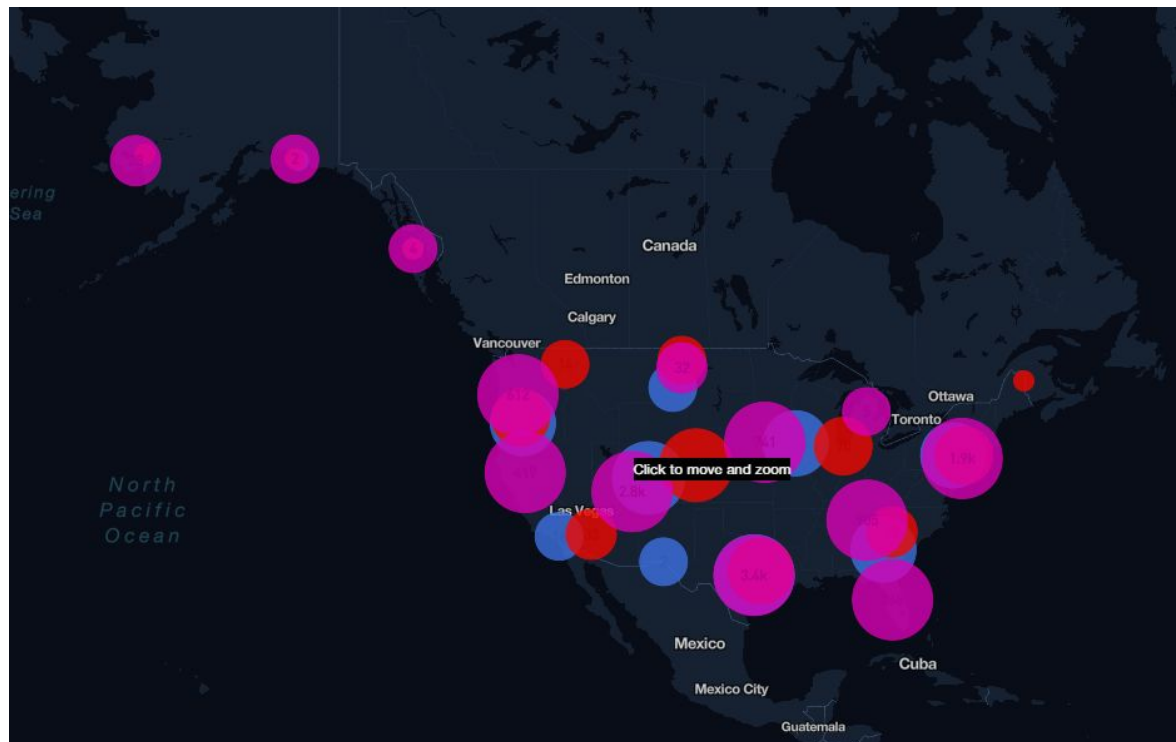
48

- Officially moved to the I Love U Guys Foundation Standard Response Protocol and Standard Reunification Method
 - These were already being used informally, but we didn't have an MOU in place, and some of the terminology we were using was different.
- Updated the Emergency Operations Plan (Formerly Emergency Response Crisis Management Manual)
- Redesigned the classroom flipbook guides

30

What is the I Love U Guys Foundation?

49



31

Why does this matter?

50

- Common language with Duluth Law Enforcement and Emergency Responders
- Designed specifically for a school setting
- Adaptive response - Prepared for any situation, not just worst case scenario
- Additional clarity
- Offer a substantial cost savings - They're free!

32



HOLD



SECURE



LOCKDOWN



EVACUATE



SHELTER



Thank
you!



- 52
- Adelle Wellens - Communications Officer
 - Amy Banbeneck - 1st Grade Teacher - Laura MacArthur
 - Angie Frank - DAE Coordinator
 - Anthony Bonds - Assistant Superintendent
 - Breelyn Frischmann - Dean of Students - Myers-Wilkins
 - Bryan Brown - Facilities Director
 - Cheryl Hynes - Teacher - Piedmont
 - Chris Finch - MTSS - Lowell
 - Crystal Olker - Health Services Coordinator
 - Danielle Sunday - Facilities Use Coordinator
 - Eric Stang - Assistant Principal - Ordean East
 - Jacob Hintsala - Principal - RockRidge
 - Jacob Laurent - Climate Coordinator
 - Jeremy Kasapidis - Transportation Coordinator
 - Jeremy Rupp - Community Education Coordinator
 - Kelly Flohaug - Principal - East HS
 - Kelly Hanna - SRO
 - Lee Kruger - Teacher - East HS
 - Meghan Speri - Counselor - Congdon Park
 - Mike Davis - Building Engineer - Lakewood
 - Nathan Anderson - Principal - Stowe
 - Nathan Glockle - Principal - ALC
 - Rich Roseth - Supervisory Assistant - Denfeld HS
 - Sam Swanson - Special Education - East HS
 - Stephanie Joy - Administrative Assistant - Homecroft
 - Steven Halver - Building Engineer - Lester Park
 - Tina Podemski - Headstart - Stowe
 - Tyler Kenkels - Industrial Tech. Teacher - Lincoln Park

What stays the same?

53

- Principals take the lead in an emergency
- Evacuation plans
- Storm shelters
- Emergency kit locations
- Building emergency phone numbers
- Offices stay locked
- Visitors sign in and out at the office

35

What's New?

54

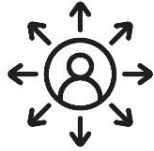
- Hard Lockdown > LOCKDOWN
- Soft Lockdown > HOLD or SECURE
- SHELTER - added
- Phone threat form added to classroom flipbook guides
- High visibility vest in each classroom
- Door lock magnets for classrooms
- No longer training ALICE methods
- Key personnel asked to take Federal Emergency Management Agency (FEMA) Incident Command Structure (ICS) training before winter break

36

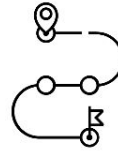
Next Steps



Lexie going to sites for staff Q&A



Train students on emergency procedures



Practice the new procedures during drills



Schedule times for emergency responders to tour the buildings



want to learn
more?

isd709.org/staff/health-safety



isd709.org/staff/emergency-planning-management



HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 10, 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	6
4) Technology Department Report	9
5) Transportation Department Report	11
3. <u>Recommended Resolutions</u>	
A. B-9-24-4056 - Acceptance of Donations to Duluth Public Schools	12
B. B-9-24-4057 - Maximum Levy Certification	14
4. <u>Consent Agenda</u>	
A. HR Staffing Report	15
1) Job Description - Van Driver	16
2) Job Description - Network Admin/Engineer	21
3) FY24 Employee Harassment Complaints Report	32
4) 2024-2025 Hourly Rates	33
B. Finances	
1) Financial Report	36
2) Fundraisers	37
C. Bids, RFPs, and Quotes	
1) RFP #329 Black & White Print Shop Copiers	38
D. Contracts, Change Orders and Leases	
1) Change Order - Demo Reconciliation for DNT Building	52
2) Change Order - CWD Consulting Engineer	53
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Amazon Increase in Services	55
B. Expenditure Contracts	56
C. No Cost Contracts	97
D. Revenue Contracts	102
E. Grant Applications	109

Human Resources Report Summary September 2024 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	25	22
# Retirements	1	1
# Resignations	3	10
# Leave of Absences	2	1

HR Department Updates:

The HR department conducted New Hire Orientation on Tuesday, August 20th, providing separate 3 hour training sessions for 38 new non-certified staff and 64 certified staff. All teachers also received their Chromebooks during this process.

In August, Molly Meagher, the Human Resources Assistant, processed new hire paperwork for 65 new staff, which includes ensuring staff are properly entered in our systems, providing them employee badges and network access, processing their I-9s, and W-4s.

As part of process improvement efforts, the payroll group developed a verification report which allows them to ensure electronic timesheet accuracy for all hourly employees. This change saves payroll staff a substantial amount of time each payroll cycle and prevents the need to process corrections.

Over the past year, Human Resources has been in the process of digitizing our employment records. We now have full access to these digital files through the program, Laserfiche, and going forward we will be working on digitizing our new hire process. While we are still working on digitizing non-personnel files, Human Resources is very excited to be getting away from paper. Digitizing records will help Duluth Public Schools be more future forward, climate friendly and expedite our processes to better serve our employees.

Human Resources has assumed the responsibility of managing the teacher evaluation system. As part of the transition, staff spent many days entering new hire data, ensuring accuracy of probationary and tenure statuses and building assignments, and correcting system set up issues. The system clean up was imperative to ensure Principals had accurate information on their staff prior to the start of the school year and will ensure a smoother process going forward.

On August 19, the HR team had a job table at the Unity in Our Community event and again attended the CareerForce monthly hiring fair on September 4. Both events proved beneficial for the District to speak to potential employees, particularly for transportation positions .

Benefits Updates:

The Benefits Department started using Google Classrooms for all new hire benefit information and enrollment! The process has cut down on employee questions and given all new employees access to the information to review in their own time. The Benefits Department has also developed easy to understand guides to Medical Leaves and the Workers Compensation process. The Department also attended a webinar called "Employee Retention Through Successful Benefits Administration" in an effort to boost retention and make benefits easier for all to understand. There will also be a Benefits Night on September 11th where our new hires can attend to get assistance enrolling in their benefits as well as have all of their questions answered. There will also be a financial advisor on site that day to educate employees about retirement savings.

Hiring Updates:Certified:

Teachers

- Elementary (1)*
- High School (1)*
- Special Education (5)*
- Adult Basic Education (1)*

Non-Certified:

Child Nutrition (2)

Maintenance (7)

- Floating Custodian (3)*
- School Custodian I/II/III (3)*
- Master Electrician (1)*
- Second Shift Engineer II (3)*

Playground/Cafeteria Monitor (8)

Transportation (44)

- School Bus Driver II (4)*

Paraprofessionals (4)

- Sp. Ed. Paraprofessional Keyzone (1)*
- Sp. Ed. Paraprofessional-STEPS Program (1)*
- Sign Language Facilitator (2)*

Contract Negotiations:

Negotiations are completed with National Conference of Firemen and Oilers (NCFO). We have tentative agreements that will be brought forward to the Board for approval in September. We continue to meet with the District-Wide Instructional Administrators Association with the next meeting scheduled for September 24th. This is the final group to negotiate for the 2023-2025 cycle.

Child Nutrition Report

August 2024

Summer Meals Totals

Summer Counts Total																							
Monthly Report																							
Meal counts	Breakfast										Daily Ave	Lunch										Daily Ave	
	6/17/24	6/24/2024	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024	8/5/2024	8/12/2024	TOTAL		6/17/24	6/24/2024	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024	8/5/2024	8/12/2024	TOTAL		
Lincoln Park	18	11	3	36	141	170	171	48	18	616	15	45	59	37	91	199	194	203	68	38	934	22	
MacArthur	373	461	292	414	308	337	340	295	263	3083	73	450	527	316	402	335	374	477	506	414	3801	91	
MacArthur Bags- NW								62	75	137	3	65	230	150	359	132	132	28	158	92	1346	32	
Myers-Wilkins	249	275	167	304	73	86	86	89	79	1408	34	309	427	282	340	214	203	197	167	193	2332	56	
Aicho- Myers	40	50	30	50	50	40	50	50	50	410	10	110	150	90	150	150	120	150	150	150	1220	29	
Center City- Myers											0	136	170	102	170	56	46	54	48	50	832	20	
Piedmont	122	129	60	102	339	308	324	99	87	1570	37	160	229	111	219	449	485	384	234	146	2417	58	
Piedmont Bags- NW											0	48	64	46	63	48	64	62	59	239	693	17	
Goldberg Boys & Girls (PB)											0	90	79	43	50	58	63	46	54		483	12	
Lincoln Boys & Girls (PB)											0	100	122	72	114	109	137	61	86		801	19	
Stowe	49	77	30	53	61	52	41	40	25	428	10	152	461	143	219	250	229	170	237	163	2024	48	
Denfeld	104	105	60	95	94	79				537	13	190	304	135	279	311	306				1525	36	
Rockridge	81	116	73	100	71	93	91	83	97	805	19	118	143	78	115	48	79	75	127	65	848	20	
Total Average											214											458	

Summer Meals 10 Year Comparison

Summer Meals											
YEAR	2024	2023	2022	Pandemic 2021	Pandemic 2020	2019	2018	2017	2016	2015	2014
BREAKFAST											
June	2260	3642	2003	15337	21620	3152	4523	4868	5565	6958	5813
July	4896	8106	4758	14500	13509	5859	6422	6581	8220	8226	5747
August	1837	4131	4679	9440	9272	3190	4473	5112	6862	4362	3211
	8993	15879	11440	39277	44401	12201	15418	16561	20647	19546	14771
LUNCH											
June	4938	6253	4229	22317	22697	8777	10316	12770	12771	15671	12702
July	10254	14127	9701	18242	14745	13476	16475	16954	18153	20855	13917
August	4064	8357	8073	12209	10078	8439	12356	14144	16909	13165	8389
	19256	28737	22003	52768	47520	30692	39147	43868	47833	49691	35008
				Record Year							

**NOTE about 2024 summer meals- Lowell was under construction and not available for having a meal site. The counts reflect that, as we fed 100 children daily there in Keyzone.

Summer Meal Program Audit

The 3 day USDA summer meal program audit was completed on 7/31, 8/1 & 8/2. Findings of that audit were minimal and an opportunity for program mentorship from the auditor was appreciated. The auditor was complimentary of our meal program and impressed with the vast array of fresh produce we are able to offer children.

Informing Parents about the Changes in Child Nutrition Computer Offerings

Child Nutrition sent out postcards to all families in the school district to inform them that lunch is again free for all students and also the importance of filling out the application for educational benefits. Child Nutrition no longer uses PAYPAMS for the online application or payment option. Both of those tasks can now be done in the parent portal of Infinite Campus.

Facilities Management & Capital Project Status Report August 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 261 work orders and are currently working on 326 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, Passed 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 finally been completed. Waiting on final sign off with insurance company
- 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 completed parking lot curb reset and
- Lowell new flooring is installed.
- Lowell temporary art room is completed
- Laura MacArthur flooring has been installed
- PS Stadium Musco lighting inspection and maintenance is completed and the system has been relamped .
- Lester Park room 130 is completed and in use as a new classroom.
- Stowe lockers have been installed.
- Parking lot sealing and painting is completed.
- Rockridge has been surveyed and the problematic tree areas harvested and removed.

Discussion with Legal Representation

No discussions

Building Operations

- I would like to congratulate and thank the Building Operations team for their outstanding summer cleaning. They did this as they continued to service and ensure the smooth running of Keyzone, community ed, construction, maintenance and the various other community/school activities. I have great gratitude for their hard work and dedication in keeping the school environment clean and safe for everyone. Thank you, Engineers, Second Shift Engineers, Custodians and temp summer helpers.

- Shout out to the new Engineers, Myers-Wilkins Julie Brun and Lowell Erick Johanson. New Custodian, Laurel Bakken at East. We are in the process of interviewing for the open Second Shift 63 Engineers I and Second Shift Engineers II.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Automotive hoist at Denfeld HS replacement ready for use.
 - Radon testing results submitted to MN Dept. of Health
 - 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.
 - Semi-annual playground inspections completed 9/6.
- **Regulatory Reporting**
 - Nothing needed in August
- **Systems & Technology Updates**
 - Nothing new in August
- **Training**
 - Basic Life Support & First Aid renewal training for nursing staff completed for August 28th.
 - I Love U Guys Foundation Standard Response Protocol training completed for Duluth Leadership Team Thursday Aug 15th from 1:00-3:00
 - Animated SRP video posted to district YouTube page and Safe & Welcoming webpage
 - Respirator training and fit testing completed for August 12th.
 - New hire general safety training held for certified and non-certified staff 8/20 at DSC
 - All staff Emergency training held at Denfeld 8/27, with additional breakout session in the afternoon
- **Chemical and Hazardous Waste Disposal**
 - Bulb and battery pickup date being scheduled. (Pending utilities staff availability)
- **Document Updates**
 - Emergency Operations Plan updates complete.
 - Classroom flipbook Emergency Operations Guide complete
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

- **Injury and Incident Statistics**














- **August 2024 (as of 9/6/2024)**
 - **OSHA Recordable Rate (TRIR):**
 - **OSHA Recordable Injuries: 1**
 - **Days Away from Work: 0**
 - **Days on Restricted Duty: 0**
 - **Non-recordable Injuries: 2**
 - **Near Misses/Hazards Reported: 0**
- **2024 Year-To-Date**
 - **OSHA Recordable Rate (TRIR) (Goal ≤ 1.00):**
 - **OSHA Recordable Injuries: 12**
 - **Days Away from Work: 59**
 - **Days on Restricted Duty: 28**
 - **Non-recordable Injuries: 60**
 - **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.

Technology Department - August 2024 Report

- **Cybersecurity**




- Google Security
 - Gmail

- 751K Emails Messages Accepted/Delivered. 
- 1.4K Rejected 
- 53K Spam folders 
- 1.2K were identified as Phishing 
- 57 were identified having suspicious attachments 
- 7K were identified as Spoofing 
- 0 emails were identified as Malware
- Account Information
 - 8,525 Active Accounts 
 - 6,709 Suspended Accounts 
 - 26.7TB of storage 
 - 278.4 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 I am looking at sending out the following Bids
 - Bid-1324 MAN and ISP Services - USAC E-Rate Bid
 - Bid-1325 Palo Alto Cybersecurity Subscription Services - New [USAC E-Rate Cybersecurity Pilot Program](#)
 - Bid-1326 YubiKey Security Keys for Staff & Students - New [USAC E-Rate Cybersecurity Pilot Program](#)
 - Bid-13### Uninterruptible Power Supply (UPS) Systems - USAC E-Rate Bid

- **Technology Help Desk Tickets**

- 732 New Technology Support Tickets Created 
- 551 Tickets were resolved 
- 364 Tickets remain unresolved 

- **Remaining 2023 Summer Project Updates**

- CDW-G/CTI Team will be onsite on September 18-20 to reprogram the Boardroom AV system. They feel this will address all the remaining Boardroom AV issues.

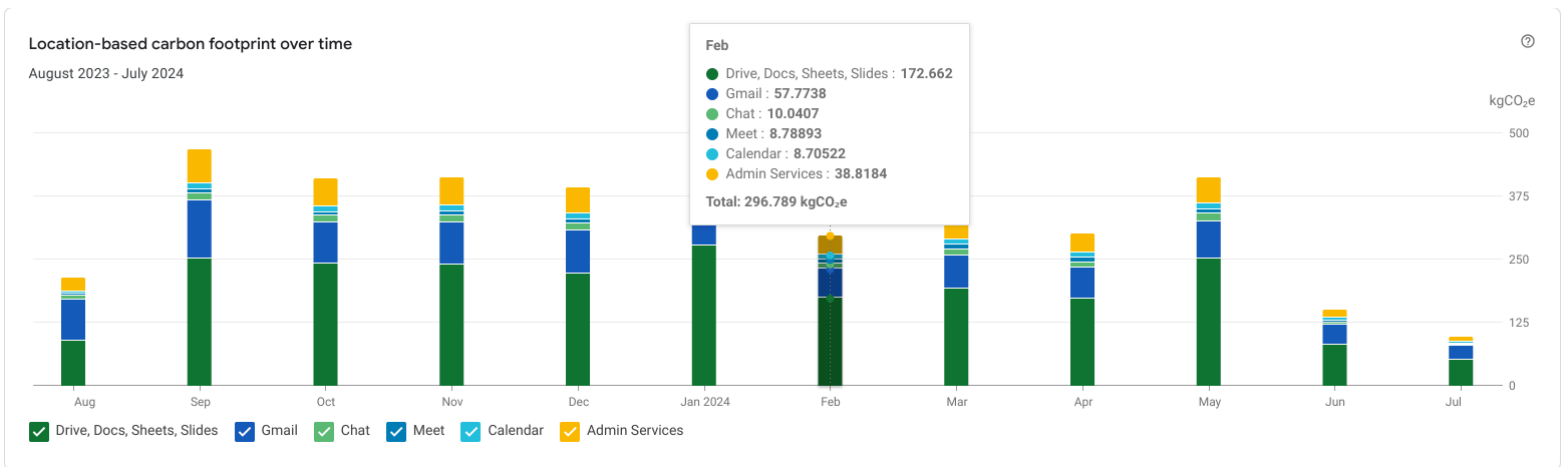
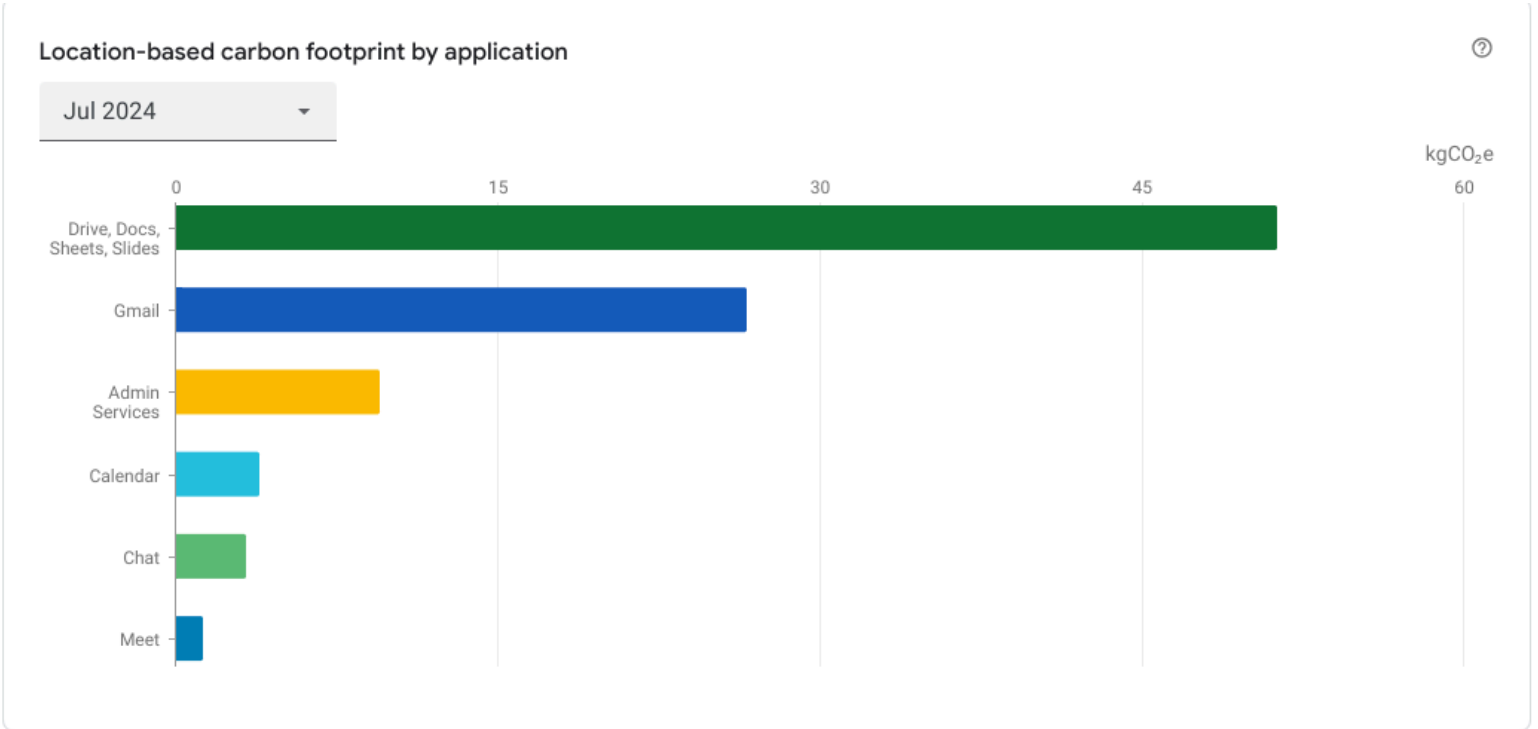
- **Fall 2024 Items/Projects**

- **DONE** - District-Wide: Bid-1316 Network Infrastructure. We replaced/upgraded 264 network switches The total project cost was \$1,723,950.96 dollars
- Starting on Wednesday, September 4, we will have an on-site Network Engineer from CDW-G providing staff augmentation. Our Network Engineer II left the district the first part of February and we have not been able to fill this position. The contract is for two months with the option to renew as needed. Cost is \$150 per hour or \$48,000 for the two months.

- ARK/Involta Data Center move is scheduled to start on Friday, October 18, 2024. Since this is MEA weekend we do not anticipate any interruption for staff since all IT services will be operating by 6:00 am Monday, October 21.

Technology Department - August 2024 Report

- **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](#)
 - 95.4659 kg is our July 2024 Carbon Footprint. 
 - 3.94091 is our August 2023 - July 2024 Carbon Footprint.



Transportation Report August 2024 Activities

67

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 been working on 24-25 regular school year routing. Back-to-school was much better this year. The Transportation Department continues to monitor and address hidden errors in IC and our software but we are working through them.

Staffing (comments and concerns)

- We are making due with the staff we have but still need more drivers and helpers.

Bus Maintenance

- The buses are all through inspections for the year along with the vans.
- Now besides keeping buses running the mechanics will start in on maintenance items

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is (no mileage taken). Our goal is to have 50-60k miles average.

RESOLUTION

Acceptance of Donations to Duluth Public Schools

68

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Life House (Amber Sadowski)	2012 Dodge Grand Caravan	Will be auctioned when repairs completed	Amber Sadowski set up the donation for us.
Denfeld	Howard Mooers	In-kind		Donated a JR Propo Venture CP Helicopter with Motor and radio. A trainer 40 with radio plus miscellaneous equipment for our Aerospace Program
District Service Center	Cub Foods Duluth	In-kind	Unity in Our Community	Pallet of Water
District Service Center	Sound Central, LLC (Trent Edgerton)	\$1,200.00	Unity in Our Community	
Lester Park	Emily High	In-kind	For Students	10 backpacks filled with school supplies, and a big box of new markers for art teacher
Lincoln Park	Cheryl Skafte	\$4,850.00		Drama Club
Lincoln Park	Pachel Foundation Managed Agency	\$1,500.00	MSP Institute Arts Field Trip	Charitable Contribution \$1500.00
Piedmont	Hillside United Methodist Church	In-kind - Backpacks and school supplies		
Piedmont	Charlotte Currie	\$250.00	To purchase books for the Book Vending	Donation made in honor of Kathryn Wrazidlo whose 12 granddaughter, Katie Gableman, is

			Machine	a teacher at Piedmont.	69
Piedmont	DonorsChoose	In-kind - Functional Skills Through Play project items	For Ms. Robinson's Setting II Classroom	Donors are: Karl Erickson (Maplewood, MN), Calmenson Foundation and an Anonymous donor	
Stowe	Nancy O'Brien	In-kind			

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 17, 2024 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2024 payable in 2025.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2024 payable 2025 at the maximum amount.

HUMAN RESOURCES ACTION ITEMS FOR: September 17, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTLETT, ALESHA M	VISUAL ARTS/ROCKRIDGE,CHESTER CREEK, MERRITT CREEK, (MA) IV 3, 1.0	08/27/2024
BORAK, CHARLES E	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV 9, 1.0, AAGENES-JASPERSON S. RESIGNED	08/26/2024
DIBBLE, ASHLEY N	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV 3, 1.0,	08/26/2024
DISSELL, DANIEL G	EARTH SCIENCE/DENFELD, (MA) STEP 9, 1.0, BOHAN B. DISPLACED	08/26/2024
FORBORT, SCOTT W	ENGLISH/AEO,ALC, (MA) IV 9, 0.5, JANSON. L RESIGNED	08/26/2024
JACOBI, RYAN J	SOCIAL STUDIES/DENFELD, (BA) III 2, 0.5	08/26/2024
JOHNSON, BRIAN P	HOURLY TEACHER/DAE, 14/38WKS, \$30.00	08/26/2024
KANE, KATHERINE M	HOURLY TEACHER/DAE, 14/38WKS, \$30.00/HR, SWARD L. RESIGNED	08/26/2024
KLENNERT, KAITLIN M	VISUAL ARTS TEACHER/ORDEAN, (BA) III 2, 0.7	08/26/2024
KUBIK, BETHANY A	MATH INTERVENTIONIST TOSA/LINCOLN PARK, (PHD) V 9, 1.0, BRECKENRIDGE R. TRANSFER	08/26/2024
KUHN, JENNIFER L	SPED STEPS IV TOSA/ROCKRIDGE, (MA) IV 5, 1.0, DERRICK J. DISPLACED	08/26/2024
LEMKE, ERIC J	BUSINESS ED TEACHER/EAST, (BA+15) III 8, 1.0	08/26/2024
LITTLE, THRESE M	VISUAL ARTS TEACHER/ORDEAN, (MA) IV 9, 1.0	08/26/2024
NETTLETON, JENNIFER F J	SPED EBD SETTING III TEACHER/DENFELD, (MA) IV 9, ALLEN F. DISPLACED	08/26/2024
NETTLETON, KEVIN E	DEAN OF STUDENTS TOSA/DENFELD, (MA+45) IV 9, 1.0,	08/27/2024
NIELSEN, CLAIRE J	SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON, D RETIRED	08/26/2024
NUPEN, MATTHEW C	CTE BUSINESS & MARKETING COMPUTER SCIENCE/DENFELD, (BA+15) III 8, 1.0	08/26/2024
ORLOWSKI, DELILA L	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 6, 1.0, PECK A. LOA	08/26/2024
RAITZ, MARIANNE	GRADE 1 SPANISH IMMERSION/LOWELL, (MA) IV 9, QUINN C. MATERNITY LEAVE	08/26/2024
RESSEMAN, MADISON K	PRESCHOOL TEACHER/MYERS-WILKINS, (BA) III 4, 1.0, BROWN L. RESIGNED	08/26/2024
SUOMALA, BRITTANY ANN	GRADE 1/LOWELL, (BA) III 5, 1.0, KELLEY, L. TRANSFER	08/26/2024
VOIGT, HEIDI P	SPANISH TOSA/AEO, (BA+30) III 4, 0.6, CUMMINS J. RESIGNED	08/26/2024
VOIGT, HEIDI P	HEALTH TOSA/AEO,ALC, (BA+30) III 4, 0.4	08/26/2024
WRIGHT, MYRIAM A	LTS GRADE 5 SPANISH IMMERSION/LOWELL, (BA) III 8, QUINN C. MATERNITY LEAVE	08/26/2024
YOUNGMAN, STEPHANIE M	SKILLS FOR SUCCESS/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BEYER, JUSTINE J	KINDERGARTEN TEACHER/MYERS WILKINS	11/04/2024 01/31/2024
DANIELSON, CHLOE K	SPECIAL EDUCATION SOCIAL WORKER/STOWE	08/19/2024 11/11/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PECK, MATTHEW R	GRADE 5 SPANISH IMMERSION - LOWELL ES	06/07/2024
SCHNEIDER, ANNAMARIE	ELEM READ INTERVENTIONIST - MYERS-WILKINS ES	06/06/2024
SHEVICH, ANDREA L	GRADE 1 - LAURA MACARTHUR	08/22/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SIEMSEN, MARY B	SPED RESOURCE - PIEDMONT	06/07/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, HALEY A	OSS/EAST, 40/44WKS, \$16.82/HR, PREBEG B. RESIGNED	08/19/2024
ANDERSON, SOMMER M	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$20.05/HR, KNEELAND S. RETIRED	08/28/2024
BAILEY-TURNER, JOSEPH W	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BOO B. RESIGNED	08/28/2024
CURNOW, LOUISE A	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.04/HR, PERPICH C. RESIGNED	08/26/2024
ENGBRETSON, DAVID J	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.88/HR, SOLARZ A. RESIGNED	08/26/2024
GERSICH, BRENDA K	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR	08/26/2024
HARVEY, MAXIMILIAN R	PRESCHOOL PARA/STOWE, 23/38WKS, \$20.75/HR, WILTON P.	08/26/2024
HETRICK, EMMA M	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR,	08/26/2024
HUNEKE, EMILY A	SPED PROGRAM PARA/DISTRICT WIDE, 12/38WKS, \$21.42/HR, MATTHEWS L. RESIGNED	08/26/2024
JONES, JENNIFER N	CHECK AND CONNECT PARA/LINCOLN PARK, 40/38WKS, \$26.54/HR, PAYNE L.	08/26/2024
KIRBY, ANNIKA J	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$26.40/HR, ZWAK E. RESIGNED	08/26/2024
KOEHLER, SHEILA M	ECFE PARA/PIEDMONT, 10/38WKS, \$18.46/HR,	08/26/2024
LUNDORFF, JAMES B	SPED BW PARA/CONGDON. 31.25/38WKS, \$21.35/HR, MICKELSON H. TRANSFER	08/26/2024
MILLER, KAITLYN L	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$21.62/HR,	08/26/2024
MOTZKO, LILY G	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR, BALSAVICH J. LOA	08/26/2024
OLSON, CRYSTAL F	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR	08/28/2024
PHILLIPS, CASSANDRA M	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR	08/26/2024
REINKING, AMBER L	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, \$15.68/HR,	08/28/2024
SANDERS, TERI A	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, CANFIELD-EVANSON K.	08/26/2024
SCHILLING, HELEN M	HOURLY CLERICAL/DSC, 12.5/52WKS, \$15.00/HR, HARVICK C.	08/19/2024
SMITH, ERIN M	NUTRITIONAL SERVICE ASST/DENFELD, 18.75/38WKS, \$15.68/HR	08/28/2024
TIEGEN-TRACY, ASHLEY A	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, FREESE T. RESIGNED	08/26/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	08/26/2024 06/06/2025
<u>NON-CERT PRESUMED RESIGNED</u>	<u>NON-CERT PRESUMED POSITION</u>	<u>EFFECTIVE DATES</u>
KEDROWSKI, MARK	SPED LPN PARAPROFESSIONAL	09/04/2024
SALISBURY, HANNAH	SPED BW PARAPROFESSIONAL	09/04/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BAKER, HEIDI J	CHECK & CONNECT PARA - DENFELD HS	08/30/2024
GOODSKY, TEAGUE E	CULTURAL IMMERSION PROG PARA - LOWELL ES	06/07/2024
GUIDOTTI, SHEAHAN K	SPED BW PARA - MYERS-WILKINS ES	06/07/2024
PETERSON, CHASE P	SPED ECSE PARA - LAURA MAC ES	06/07/2024
RUDOLPH LAVALIER, LOGAN I	TECH TUTOR PARA - DENFELD HS	06/07/2024
RUNNELS, ROBERT O	SPED PROG PARA SETTING III/IV - DENFELD HS	06/07/2024
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV - EAST HS	08/01/2024
SWANSON, HANNAH R	SPED BW PARA - LOWELL ES	06/07/2024
VICTOR, KASAUNDR A	CHECK & CONNECT PARA - DENFELD HS	08/07/2024
WISELEY, LAUREN E	SPED PROG PARA SETTING III/IV - LESTER PARK ES	08/01/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PACK, THERESA V	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/17/2024

Date: August 22, 2024
 To: Chapter 956- Union
 From: Charlie Cook
 Human Resources Manager
 Re: New Position- Van Driver

Responsible for operating a District Van or Car and transporting school-aged children and other authorized personnel safely and efficiently over specified routes to and from schools and various activities. Conducts pre-trip inspections; observes safety regulations and policies; enforces student discipline in the vehicle.

This is a new position at Duluth Public Schools and has a pay assignment of Pay Group 7, Step A, 38 weeks per year.

Please let me know if you are in agreement with this proposal as soon as possible, by signing below and returning to me.



 Gary Veziha, Union President

8-27-24

 Date



 Jason Ledoux, Union Secretary

8-22-24

 Date



 Human Resources

8/24/24

 Date

RECEIVED
 SEP 04 2024
 HUMAN RESOURCES

TITLE: Van Driver

Title of Immediate Supervisor: Manager of Transportation	Department: Transportation	FLSA Status: Exempt
Accountable For (Job Titles): Not Applicable		Pay Grade Assignment: Pay Group 7, Step A 38 weeks per year

General Summary or Purpose Of Job:

JOB SUMMARY: Responsible for operating a District Van or Car and transporting school-aged children and other authorized personnel safely and efficiently over specified routes to and from schools and various activities. Conducts pre-trip inspections; observes safety regulations and policies; enforces student discipline in the vehicle

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FREQUENCY
1.	Assesses incidents, complaints, accidents and/or potential emergency situations for the purpose of resolving or recommending a resolution to the situation	Daily
2.	Assists students and other passengers (e.g. seating, restraints, special equipment, etc.) for the purpose of providing safe loading and unloading from vehicles including both emergency situations and normal transport.	Daily
3.	Attends meetings, trainings, etc. for the purpose of maintaining skills and meeting District and State requirements.	Daily
4.	Communicates with parents, students, teachers, administrators, etc. for the purpose of conveying and/or receiving information.	Daily
5.	Drives school vans for the purpose of transporting regular education and/or special education students over scheduled routes and to/from school and/or field trips in a safe and timely manner.	Daily
6.	Escorts children across the street for the purpose of ensuring the safety and welfare of students.	As needed

7.	Fuels assigned vehicle (e.g. oil, water, fuel, etc.) for the purpose of maintaining vehicle in a safe operating condition.	As needed
8.	Performs other technology duties of a comparable level or type.	As needed
9.	Performs other duties of a comparable level or type	As required

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

EDUCATION/CERTIFICATION/LICENSURE:

- High School Diploma or equivalent
- Valid Minnesota driver’s license (Class D) and acceptable driving record for insurability by the District’s insurance carrier, and to meet state requirements
- Ability to pass a federally mandated drug/alcohol screen

SKILLS:

- Required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; administering first aid; and operating school buses and related equipment.

Desirable/Preferred Qualifications:

Knowledge Requirements:

Specific knowledge-based competencies required to satisfactorily perform the functions of the job include:

- Possession of, or the ability to obtain, a valid Minnesota Driver’s License. Must maintain once acquired.
- Strong knowledge of safety practices and procedures.
- Understand emergency evacuation techniques.

TITLE: Van Driver

- Administer basic first aid and / or be CPR certified if required by district.
 - Knowledge of health standards and hazards.
 - Understand state regulations and laws pertaining to the operation of school buses; and child behavior.
- Specific skill-based competencies required to satisfactorily perform the functions of the job include:
- Able to adhering to safety practices.
 - Prepare and maintain accurate records.
 - Operate equipment used in transporting special needs students.

Skill Requirements:

Specific ability-based competencies required to satisfactorily perform the functions of the job include:

- Be reliable and capable of working independently.
- Able to drive vehicle during adverse weather conditions
- Patience and firmness for dealing with children.
- Be attentive to detail.
- Display tact and courtesy, establishing and maintaining effective working relationships.
- Communicate with diverse groups.
- Able to maintain confidentiality.

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

Employee is required to:	Never	1-33% Occasionall	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit				X
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:

School van environment. Driving a vehicle to conduct work. Constant interruptions.

General Physical Conditions:

- Sitting for extended periods of time when operating a transportation vehicle.
- Bending at the waist, kneeling or crouching. Reaching, pulling and pushing to open van doors.
- Lifting moderately heavy 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		

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

<p><u>Title of Immediate Supervisor:</u> Director <u>Manager</u> of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Network Engineer <u>I, Network Engineer II</u>, System Specialist/Network, <u>System Specialist/Security, Field Support Technician, IT Security Analyst</u></p>	<p>Updated: May 23, 2005 <u>September 3, 2024</u></p>	<p><u>Pay Grade Assignment:</u> Executive Employees Association, <u>Pay Level 5</u></p>

General Summary or Purpose Of Job:

Responsible for the operation of the ISD 709 computer network infrastructure, including LAN/WAN, Internet, network servers, and ~~desktop support system security~~. This responsibility includes the design, implementation of data, and maintenance of network infrastructure voice and video systems to support curriculum and administrative requirements. Supervises network technical support and security staff ~~and field support technician staff~~, and ensures that highest quality of system reliability, support and services are provided to ISD 709 employees and students. Provides assistance to ISD 709 staff with ~~desktop computer network-related~~ problems requiring expert troubleshooting and problem analysis, ensuring quality service, with an emphasis on customer satisfaction. Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues. Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy vendor billing.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p><u>Designs, implements, and Maintains and oversees</u> the operations of the District's network infrastructure systems, including <u>security, data, voice, and video cabling</u>. <u>Evaluates, analyzes Troubleshoots</u> and resolves problems within the District's <u>security, data, voice, and video network infrastructure</u> systems. Designs and implements reviews solutions to ensure a minimum delay and maximum support to for curriculum and administration systems <u>servng students and staff using these systems for employees</u>. <u>Assesses District technology services availability and include recommendation options for redundancy and fail over</u>.</p>	<p><u>Daily</u> <u>30%</u></p>

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

- | | | |
|----|---|---------------|
| 2. | <p>Aets as a<u>Serves as the lead</u> technology<u>ical</u> expert to assist District employees and technical support staff with complex network and <u>security segmentation problems,</u> desktop computer hardware and software problems. Handles difficult and complex network <u>and desktop computer and software problems,</u> such as WAN issues, slow logins, and the inability to browse the network that cannot be resolved by the <u>other departmental</u> technical support staff. Develops monthly summary reports that will track network reliability that are used to identify problems and prevent system failures.</p> | Daily
25% |
| 3. | <p>Supervises the network technical support and field support technician staff, by: <u>Providing documentation,</u> direction, training and assistance with problems encountered by staff. Ensures that <u>quality control of systems and services,</u> with an emphasis on customer satisfaction, is provided to District employees using the network <u>infrastructure and attached devices,</u> desktop computers. Performs performance appraisals and resolves personnel problems. Coordinates personnel actions with the <u>Director-Manager</u> of Technology prior to any action being taken.</p> | Daily
15% |
| 4. | <p>Researches and maintains knowledge of current network and desktop computing<u>end-use device</u> technologies to ensure District awareness of state of the art software and hardware. Will recommend changes to the Desktop with the System Specialist/Desktop. Assists the Director of Technology with planning and budgeting for future acquisitions and upgrades to equipment and software. Assists the <u>Director of Technology Manager</u> with the development of district-wide<u>District</u> Technology Plan, Disaster Recovery Plan (DRP), E-Rate Telecommunication Equity Aid and technology grants/-funding. <u>Will be the chairperson for the District Technology Committee and will provide report of minutes for the 3-4 meeting held during the year.</u></p> | Weekly
10% |
| 5. | <p>Assists in the r<u>Reviews,</u> tests and determines <u>if technology systems</u> whether desktop computers and network hardware/software components meet standards for quality and network compatibility.<u>compatibility.</u> <u>Applies network modeling data and analysis to estimate data traffic growth for developing long-term network infrastructure planning strategies.</u> Assists in <u>recommendations</u><u>Selects equipment</u> for purchase or to be placed on approved standards list for purchasing by the District.</p> | Monthly
5% |
| 6. | <p>Develops<u>Reviews</u> and utilizes <u>software systems</u> to monitor, maintain, and identify potential issues in the design and reliability of the computer-network <u>infrastructure and attached system.</u></p> | Daily
5% |

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

7.	<u>Plans and Develops budgets for future acquisitions and upgrades to equipment and software, and plans to support networks systems in most cost effective means.</u> The TCO and ROI models will be used to support changes or purchase of new systems and equipment.	Daily 5%
8.	Develops technical specifications (<u>BID's</u>) and requests for proposals (RFP's). Reviews bids and proposals and makes recommendations for vendor selection.	Quarterly 5%
9.	Installs <u>Proposes and maintains District-wide classroom, network infrastructure rooms and cabling standardization for data, wireless, voice and video communications, operating system software (NOS) and hardware linking District employees and sites. This includes shared services for user file storage such as student management systems, curriculum applications, individual student accounts, and IEP's. Formulates addressing schemes and links to the network. Ensure that network infrastructure installations in rooms comply with contract specifications and cabling standards.</u>	Monthly 5%
10.	<u>Leads project management and assigns duties within the Network Infrastructure area for the department. Drives efficient communication, vendor product procurement, and project completion, minimizing reliance on external network infrastructure consulting.</u>	—Monthly 5%
11.	<u>Develops and codes custom software to automate and streamline infrastructure projects, network, phone and security workflows for day-to-day operations involving equipment configuration and individual user service additions or change requests.</u>	
12.	Prepare written monthly reports that will identify major systems and track status, failures and potential system issues.	
13.	Develop a professional development plan, including professional development not funded by District funds.	—Yearly —5%
14.	Performs other related <u>District technology</u> duties, as <u>needed/required</u> .	—Monthly —5%

TITLE: Network Architect/Administrator

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

~~Requires a minimum of a baccalaureate degree in computer science, technology information systems, management information systems or a closely related field and at least three years network administration experience in a large organization (1,000 employees or greater), preferably a school district; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.~~

- ~~• Bachelor's degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology plus either two years of experience as a Network Engineer/Network Administrator in a company with a staffing level of 750 or larger~~
~~OR~~
- ~~• Two-year Trade/Vocational School certification/degree in Networking/Technology plus four years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger~~
~~OR~~
- ~~• Six years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger~~
~~AND~~
- ~~• Two years of supervisory experience.~~
- ~~• Training or experience supporting Cisco Network Infrastructure (telephony, switches, wireless, ISE, etc.) or the equivalent work experience in a Network Support position in a small to medium size company.~~
- ~~• Experience supporting Cisco Infrastructure (telephony, switches, wireless, ISE, etc.)~~
- ~~• Ability to transport oneself to worksites throughout the District in a timely manner.~~

Desirable Qualifications:

- ~~• Two or more of the following Cisco Certifications: CCNA Routing and Switching, CCNA Wireless, CCNP, CCNA Voice~~
- ~~• Two plus years supporting Cisco Telephony/VoIP, Cisco Emergency Responder/E911 and Cisco UCS Server/System~~
- ~~• Two plus years using Microsoft DHCP and two plus years supporting Microsoft DNS~~
- ~~• Previous experience operating and maintaining a Network Access Control System (such as Cisco ISE)~~
- ~~• Prior K12 work experience~~

Certification or Licensing Requirements (prior to job entry):

~~Have training in system that the District supports and maintains at the time of hiring.~~

Knowledge Requirements:

Requires knowledge of:

- ~~▪ Network operating systems, current Microsoft Systems and last version~~
- Comprehensive working knowledge of ~~desktop computers~~, network services and related data, voice, and video communications including LAN and WAN.

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

- Network operations and hardware currently supported by the District.
- Training in VoIP systems support by the District.
- Understanding of networking protocols (TCP/IP, IPv6, VLANs, routing, switching)
- Proficiency with network hardware and software
- Knowledge of network security, cloud technologies, educational technology, and wireless networking
- Educational technology standards and best practices
- Budgeting and financial management

- Skill Requirements:**
- Skilled in:
- ~~Latest Microsoft network operating systems (NOS)~~
 - ~~Latest Microsoft desktop operating systems (OS)~~
 - LAN and WAN hardware/software (OS), ~~including DSU/CSU, routers, hubs,~~ switches, servers, and multi-layer devices.
 - Network design and the core workings (cabling design and standard, OSI model, network protocols, and so forth).
 - Identifying and resolving network issues, such as connectivity problems, slow performance, or security breaches.
 - Skill in thinking critically and creatively to find solutions to complex network challenges.
 - Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other department staff, contractors, and vendors.
 - Supervisory skills, including planning and organizing, interpersonal sensitivity, problem solving, decision-making, flexibility and time management.
 - Ability to effectively use a variety of tools, test equipment and diagnostic software, such as protocol analyzers, to assemble, evaluate and repair systems.
 - Maintaining confidentiality regarding sensitive data files.
 - Technical writing and documentation, including diagrams, procedures and policies.

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			√	√

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

Taste and smell	<input checked="" type="checkbox"/>			
Lift & Carry: Up to 10 lbs.		<input checked="" type="checkbox"/>		
Up to 25 lbs.		<input checked="" type="checkbox"/>		
Up to 50 lbs.		<input checked="" type="checkbox"/>		
Up to 100 lbs.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
More than 100 lbs.	<input checked="" type="checkbox"/>			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Cabling installation and inspection work is occasionally performed in wet or humid conditions, near moving mechanical parts, in high or precarious places, where fumes, airborne particles or where toxic or caustic chemicals are present. The typical noise level is considered to be moderate. Color vision is required for network monitoring.

General Physical Conditions:

Work can be generally characterized as:

Light work mostly with monthly IT equipment installation and setup.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

<u>Vision Requirements:</u> Check box if relevant	Yes	No
No special vision requirements	<input checked="" type="checkbox"/>	
Close Vision (20 in. of less)	<input checked="" type="checkbox"/>	
Distance Vision (20 ft. of more)		
Color Vision	<input checked="" type="checkbox"/>	
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

<p><u>Title of Immediate Supervisor:</u> Manager of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Network Engineer I, Network Engineer II, System Specialist/Network, System Specialist/Security, , IT Security Analyst</p>	<p>Updated: September 3, 2024</p>	<p><u>Pay Grade Assignment:</u> Executive Employees Association,</p>

<p>General Summary or Purpose Of Job:</p>
<p>Responsible for the operation of the ISD 709 computer network infrastructure, including LAN/WAN, Internet, network servers, and system security. This responsibility includes the design, implementation, and maintenance of network infrastructure voice and video systems to support curriculum and administrative requirements. Supervises network technical support and security staff , and ensures that highest quality of system reliability, support and services are provided to ISD 709 employees and students. Provides assistance to ISD 709 staff with network-related problems requiring expert troubleshooting and problem analysis, ensuring quality service, with an emphasis on customer satisfaction. Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues. Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy vendor billing.</p>

<p>DUTY NO.</p>	<p>ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)</p>	<p>FRE-QUENCY</p>
<p>1.</p>	<p>Designs, implements, and maintains and oversees the operations of the District’s network infrastructure systems, including security, data, voice, and video cabling. Evaluates, analyzes and resolves problems within the District’s security, network infrastructure systems. Designs and reviews solutions to ensure a minimum delay and maximum support for curriculum and administration systems serving students and staff using these systems.. Assesses District technology services availability and include recommendation options for redundancy and fail over.</p>	
<p>2.</p>	<p>Serves as the lead technology expert to assist District employees and technical support staff with complex network and security segmentation problems. Handles difficult and complex network problems, that cannot be resolved by other departmental technical support staff.</p>	

CLASSIFICATION DESCRIPTION

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TITLE: Network Architect/Administrator

3. Supervises the network technical support staff, by providing documentation, direction, training and assistance with problems encountered. Ensures quality control of systems and services, with an emphasis on customer satisfaction, is provided to District employees using the network infrastructure and attached devices. Performs performance appraisals and resolves personnel problems. Coordinates personnel actions with the Manager of Technology prior to any action being taken.
4. Researches and maintains knowledge of current network and end-use device technologies to ensure District awareness of state of the art software and hardware. . Assists the Technology Manager with the development of District Technology Plan, Disaster Recovery Plan (DRP), E-Rate Telecommunication Equity Aid and technology grants/funding.
5. Reviews, tests and determines if technology systems and network hardware/software components meet standards for quality and network compatibility. Applies network modeling data and analysis to estimate data traffic growth for developing long-term network infrastructure planning strategies. Selects equipment for purchase or to be placed on approved standards list for purchasing by the District.
6. Reviews and utilizes systems to monitor, maintain, and identify potential issues in the design and reliability of the network infrastructure and attached system.
7. Plans and budgets for future acquisitions and upgrades to equipment and software.. The TCO and ROI models will be used to support changes or purchase of new systems and equipment.
8. Develops technical specifications (BID's) and requests for proposals (RFP's). Reviews bids and proposals and makes recommendations for vendor selection.
9. Proposes and maintains District-wide classroom, network infrastructure rooms and cabling standardization for data, wireless, voice and video communications. Ensure that network infrastructure installations in rooms comply with contract specifications and cabling standards.

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CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

10.	Leads project management and assigns duties within the Network Infrastructure area for the department. Drives efficient communication, vendor product procurement, and project completion, minimizing reliance on external network infrastructure consulting.
11.	Develops and codes custom software to automate and streamline infrastructure projects, network, phone and security workflows for day-to-day operations involving equipment configuration and individual user service additions or change requests.
12.	Prepare written monthly reports that identify major systems and track status, failures and potential system issues.
13.	Develop a professional development plan, including professional development not funded by District funds.
14.	Performs other related District technology duties, as needed/required.

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

- Bachelor’s degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology plus either two years of experience as a Network Engineer/Network Administrator in a company with a staffing level of 750 or larger
OR
- Two-year Trade/Vocational School certification/degree in Networking/Technology plus four years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger
OR
- Six years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger
AND
- Two years of supervisory experience.
- Training or experience supporting Cisco Network Infrastructure (telephony, switches, wireless, ISE, etc.) or the equivalent work experience in a Network Support position in a small to medium size company.
- Experience supporting Cisco Infrastructure (telephony, switches, wireless, ISE, etc.)
- Ability to transport oneself to worksites throughout the District in a timely manner.

Desirable Qualifications:

- Two or more of the following Cisco Certifications: CCNA Routing and Switching, CCNA Wireless, CCNP, CCNA Voice
- Two plus years supporting Cisco Telephony/VoIP, Cisco Emergency Responder/E911 and Cisco UCS Server/System
- Two plus years using Microsoft DHCP and two plus years supporting Microsoft DNS
- Previous experience operating and maintaining a Network Access Control System (such as Cisco ISE)

TITLE: Network Architect/Administrator

- Prior K12 work experience

Knowledge Requirements:
 Requires knowledge of:

-
- Comprehensive working knowledge of network services and related data, voice, and video communications including LAN and WAN.
- Network operations and hardware currently supported by the District.
- Training in VoIP systems support by the District.
- Understanding of networking protocols (TCP/IP, IPv6, VLANs, routing, switching)
- Proficiency with network hardware and software
- Knowledge of network security, cloud technologies, educational technology, and wireless networking
- Educational technology standards and best practices
- Budgeting and financial management

Skill Requirements:
 Skilled in:

- LAN and WAN hardware/software (OS), , switches, servers, and multi-layer devices.
- Network design and the core workings (cabling design and standard, OSI model, network protocols, and so forth).
- Identifying and resolving network issues, such as connectivity problems, slow performance, or security breaches.
- Skill in thinking critically and creatively to find solutions to complex network challenges.
- Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other department staff, contractors, and vendors.
- Supervisory skills, including planning and organizing, interpersonal sensitivity, problem solving, decision-making, flexibility and time management.
- Ability to effectively use a variety of tools, test equipment and diagnostic software, such as protocol analyzers, to assemble, evaluate and repair systems.
- Maintaining confidentiality regarding sensitive data.
- Technical writing and documentation, including diagrams, procedures and policies.

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

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 performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.				
General Physical Conditions:				
Work can be generally characterized as: Light work mostly with monthly IT equipment installation and setup.				

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:

**Employee Harassment Complaints Report
Fiscal Year 2023 – 2024**

Use of Harassment Complaint Form (not reported in Infinite Campus)

Complaints received in Human Resources 10

Resolved 10

(Under ten complaints not broken out)

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 10/1/2023		10/1/2023	Proposed 7/1/24
<u>COMMUNITY EDUCATION</u>			
American Indian Facilitator	Hourly	\$14.50	\$14.50
Lifeguard	Hourly	\$14.65	\$14.65
Locker Room Attendant	Hourly	\$14.50	\$14.50
Pool Director	Hourly	\$14.50	\$14.50
Puppeteer	Hourly	\$14.65	\$14.65
School-Aged/Pre-K Worker	Hourly	\$14.50	\$14.50
Site Supervisor Substitute	Hourly	\$14.50	\$14.50
Special Needs Helper	Hourly	\$14.50	\$14.50
Swim Instructor	Hourly	\$15.50	\$15.50
Temporary Building Coordinator	Hourly	\$16.50	\$16.50
<i>Youth Development Programs</i>			
Youth Service Facilitator	Hourly	\$16.50	\$16.50
Cross Age Student Helper Playground Leader Gym Supervisor Activity Leader Summer Youth Placement Coordinator	Hourly	\$14.50	\$14.50
<u>FOOD SERVICE</u>			
Cook and Head Cook Substitute	Hourly	\$15.00	\$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	\$14.00	\$15.00
Elementary/Residential Manager Substitute	Hourly	\$15.00	\$16.00
Secondary Manager Substitute	Hourly	\$15.00	\$17.00
Satellite Mgr Trainer	Hourly	\$17.00	
Retired Food Service employees are paid \$1.00/hr in addition to above rates.	Hourly		Step 3 of Food Svc CBA
<u>MAINTENANCE AND CONSTRUCTION</u>			
Lead Person for Laborers	Hourly	\$14.00	\$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	\$14.00	\$15.00
Summer AV Repair	Hourly	\$14.00	\$15.00
Summer Hourly Substitute	Hourly	\$14.00	\$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
<u>BUILDING OPERATIONS</u>			
Hourly Regular Substitute	Hourly	\$15.00	\$15.00
Substitute for Licensed People	Hourly	\$15.00	\$15.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$15.00	\$15.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>TRANSPORTATION</u>			

Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	\$20.00	\$20.00
Bus Helper	Hourly	\$15.00	\$15.00
Field Trip	Hourly	\$15.00	\$15.00
<u>PRINT SHOP</u>			
Skilled Tradesperson	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Summer Hourly	Hourly	\$14.50	\$15.00
<u>PURCHASING (STOREROOM)</u>			
Hourly Regular Substitute	Hourly	\$14.50	\$15.00
Hourly Student	Hourly	\$14.50	\$15.00
Stock Clerk (Retired Employee)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>CLERICAL</u>			
Hourly Clerical	Hourly	\$15.00	\$16.00
Regular Substitute	Hourly	\$15.00	\$16.00
Retired/Layoff Employees	Hourly	OSS Step 1 of Clerical CBA	Step 1 of Clerical CBA
<u>PARAPROFESSIONALS</u>			
Career Center Assistant	Hourly	\$15.00	\$15.00
Career Center Coordinator	Hourly	\$15.00	\$15.00
Child Care Assistant	Hourly	\$15.00	\$15.00
Community Assistant	Hourly	\$15.00	\$15.00
Community Liaison	Hourly	\$15.00	\$15.00
Cultural Assistant (no language skills)	Hourly	\$15.00	\$15.00
Cultural Assistant (with language skills)	Hourly	\$15.00	\$15.00
Experience Center Manager	Hourly	\$15.00	\$15.00
Health Assistant	Hourly	\$15.00	\$15.00
Hearing Impaired Assistant (Signer) (Transliterators Non-Licensed)	Hourly	\$15.00	\$15.00
Indian Oriented Assistant	Hourly	\$15.00	\$15.00
Instructional Assistant (Tutor)	Hourly	\$15.00	\$15.00
Licensed Interpreter for the Deaf	Hourly	\$20.00	\$20.00
Media Assistant	Hourly	\$15.00	\$15.00
Mental Health Practitioner Sub	Hourly	\$15.00	\$15.00
Occupational Therapy Assistant	Hourly	\$15.00	\$15.00
Physical Therapist Assistant	Hourly	\$15.00	\$15.00
Special Education Assistant	Hourly	\$15.00	\$15.00
Special Education Assistant (LPN License Required)	Hourly	\$18.00	\$18.00
Special Education Assistant (RN License Required)	Hourly	\$24.00	\$24.00
Supervisory Assistant	Hourly	\$15.00	\$15.00
Technical Tutor		\$15.00	\$15.00
Graphic Artist Cultural Assistant (with language skills) RDT Asian Oriented Evaluation/Testing	Hourly	\$15.00	\$15.00
<u>MISCELLANEOUS</u>			
Accounting Intern	Hourly	\$14.50	\$15.00
Assistant Examiner	Hourly	\$14.50	\$15.00

Cafeteria/Playground Monitor	Hourly	\$15.00	\$15.00
Crossing Guard	Hourly	\$14.50	\$15.00
Deli Assistant	Hourly	\$14.50	\$15.00
Deli Operator	Hourly	\$15.00	\$15.00
Desegregation Assistant	Hourly	\$14.50	\$15.00
GED Examiner	Hourly	\$21.00	\$21.00
Headstart Nutritionist	Hourly	\$26.00	\$26.00
Help Desk Technician	Hourly	\$17.00	\$17.00
HRA Headstart Resource Aide	Hourly	\$14.50	\$15.00
Indian Adult Basic Education Assistant	Hourly	\$14.50	\$15.00
Parental Involvement Coordinator	Hourly	\$14.50	\$15.00
Systems Maintenance Technician	Hourly	\$22.54	\$22.54
Technology Intern (2 yrs college or above)	Hourly	\$16.00	\$16.00
Technology Student Intern (after 17 months)	Hourly	\$14.50	\$15.00
Technology Student Intern(ISD#709 Student)	Hourly	\$14.50	\$15.00
Work Study	Hourly	\$14.50	\$15.00
<u>SUBSTITUTE TEACHERS</u>			
All Certified Substitutes	Substitute	\$150.00	\$160.00
Certified Retired Substitutes Only	Substitute	\$155.00	\$165.00
Teacher Hourly Rate of Pay	Substitute		



**HR/BS Services Committee Monthly Fund Balance Report
September 9, 2024 Committee Meeting**

BUDGET SUMMARY

9/3/2024

Percent spent

9/3/2024

REVENUES	24-25		24-25		24-25		24-25		Percent spent 9/3/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	BUDGET BALANCE		
General	01	\$ 121,707,253.72	\$ 121,707,253.72	\$ 974,068.97	\$ 88,656.79	\$ 120,644,527.96	1%		
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ (58,294.90)	\$ 69,112.29	\$ 5,989,182.61	-1%		
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 41,833.49	\$ -	\$ 6,290,357.36	1%		
Community Ed	04	\$ 8,580,500.00	\$ 8,580,500.00	\$ 22,107.58	\$ 11,857.89	\$ 8,546,534.53	0%		
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 12,934.15	\$ -	\$ 2,759,241.28	0%		
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 356,750.38	\$ -	\$ 27,710,534.62	1%		
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%		
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 161,631.60	\$ -	\$ 788,368.40	17%		
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 25.00	\$ -	\$ 276,239.00	0%		
REVENUES	TOTALS:	\$ 174,961,769.00	\$ 174,961,769.00	\$ 1,511,056.27	\$ 169,626.97	\$ 173,281,085.76	1%		

EXPENSES	24-25		24-25		24-25		24-25		Percent spent 9/3/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June	BUDGET BALANCE		
General	01	\$ 122,251,138.00	\$ 122,251,138.00	\$ 9,422,683.65	\$ 5,362,963.73	\$ 107,465,490.62	12%		
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 275,125.44	\$ 2,805,858.93	\$ 2,975,013.63	51%		
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 367,052.11	\$ 505,144.50	\$ 5,911,602.39	13%		
Community Ed	04	\$ 7,826,159.00	\$ 7,826,159.00	\$ 420,508.04	\$ 77,430.60	\$ 7,328,220.36	6%		
Operating Capital	05	\$ 6,720,958.43	\$ 6,720,958.43	\$ 1,687,657.24	\$ 488,372.87	\$ 4,544,928.32	32%		
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 10,101.16	\$ 1,360.31	\$ 981,970.10	1%		
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,808,693.10	\$ -	\$ 25,584,836.90	7%		
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%		
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 245,914.90	\$ -	\$ 683,649.10	26%		
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 16,964.93	\$ 29,809.68	\$ 333,218.39	12%		
EXPENSES	TOTALS	\$ 179,598,304.00	\$ 179,598,304.00	\$ 14,254,700.57	\$ 9,270,940.62	\$ 156,072,662.81	13%		

**Fundraisers Reported
August 2024**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Football	\$10,000.00	Gold Cards (coupon card)
East HS	Football	\$20,000.00	Coupon Codes
East HS	Girls Soccer	\$12,000.00	Call-a-Thon
East HS	Volleyball	\$5,000.00	Adrenaline Hour-A-Thon https://adrenalinefundraising.com/
East HS	Girls Soccer	\$10,000.00	Call-a-Thon
Homecroft ES	Homecroft Student Activities	\$30,000.00	Fun Run through Boosterthon
Lakewood ES	5 th Grade Class	\$1,500.00	Calendar Sales
Stowe ES	School wide continuous Wolf Ridge fund	\$800.00	Selling beef sticks

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
 709 Portia Johnson Drive
 Duluth, Minnesota 55811
 218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Finance & Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP-329 B/W PRINT SHOP COPIER SERVICE
Date: September 6, 2024

Two vendors were invited to submit their proposal to RFP #329 for B/W Print Shop Copier Service.

Both vendors responded meeting required specification with modifications that were taken into consideration.

VENDOR

GREAT LAKES OFFICE SOLUTIONS	\$3,910.00 P/M
MARCO	\$4,470.00 P/M

Terry McEwen, Print Shop Coordinator, Cathy Holman and Zachary DeCaro of the Purchasing Department were present with one representative from Great Lakes Office Solutions when the two RFP's were opened. analyzed the RFP for accuracy and fulfillment.

Terry McEwen, Print Shop Coordinator, analyzed the RFP for accuracy and fulfillment and recommends accepting GREAT LAKES OFFICE SOLUTION'S proposal meeting specifications as submitted.

Fund: 01 E 012 110 000 370 130

Program: Print Shop

Fund Custodian: Terry McEwen/Print Shop

Jill Lofald, Board Chair

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

RFP-329
B/W PRINT SHOP COPIER SERVICE
CONTRACT

DUE: September 4, 2024 - 2:00 P.M.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS PAGE

1 OF 4

I. PROPOSAL INSTRUCTIONS**A. DEADLINE FOR RECEIPT OF PROPOSAL**

1. Sealed proposals must be received at the Independent School District No. 709, 709 Portia Johnson Drive, Room 211 - Purchasing Office, Duluth, Minnesota 55811 no later than Wednesday, September 4, 2024 at 2:00 P.M. All proposals must be clearly marked: **"RFP-329 B/W PRINT SHOP COPIER SERVICE CONTRACT"**.

B. RIGHTS

1. Independent School District No. 709 (known hereafter as ISD 709) reserves the right to waive informalities, to reject any or all proposals, and to make decisions in the best interest of the school district.
2. ISD 709 reserves the right to negotiate any or all portions of the contract.
3. Each proposal will be reviewed as to how it best meets the specifications and the best interests of ISD 709. Areas for review, in addition to cost, include: range of available technical services, depth and experience of personnel, and experience in providing copier services to school districts.

C. INTERPRETATION OF SPECIFICATIONS

Any questions regarding these specifications should be referred to Cathy Holman, Purchasing Coordinator, ISD 709, 709 Portia Johnson Drive, Room 211, Duluth, MN. 55811. Phone: 218-336-8738.

D. RFP REQUIREMENTS

1. Vendor must submit the attached Form of Proposal, using the exact form provided or a copy thereof.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS PAGE

2 OF 4

2. Vendor must submit a resume of their firm including a brief history of the firm, and a description of the firm's experience in providing on-site copier service for educational clients.

II. THE VENDOR RESPONDING TO THIS REQUEST FOR PROPOSAL SHALL:

1. Supply all data requested on the Form of Proposal provided by ISD 709.
2. Be prepared to start service on Oct 1, 2024, if awarded this contract.
3. **Respond on the provided forms. Failure to complete ISD 709's Form of Proposal response sheets will disqualify your firm from consideration.**
4. Include supplementary information in their own format as needed to explain the capabilities and history of the company.
5. **Provide contract pricing per copy that includes all parts, staples, labor, travel and toner supplies for all machines. Parts and toner shall meet or exceed OEM specifications.**
6. Have an adequate number of sufficiently trained technicians to service Konica Minolta equipment per the number of copiers listed on the Form of Proposal.
7. Maintain all copiers considered part of this contract in a fully usable fashion as expected by ISD 709 staff.

III. BONDS

1. A bid bond and a performance bond are not requested.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS

PAGE 3 OF 4

IV. CONTRACT PROVISIONSA. DURATION OF THE CONTRACT

The contract provisions shall be for a four (4) year period, commencing October 1, 2024 through June 30, 2028 with annual renewals by mutual agreement. (Each year is defined as July 1st through June 30th of the following year.) As approved by the school board on September 17, 2024.

ISD 709 reserves the right to renew and negotiate the contract for four (4) one (1) year terms. Should the parties not agree to the rates for the additional years of the contract, then this contract shall terminate at the end of the last agreed upon contract period. (Rate increases are limited to the Consumer Price Index, Midwest Region.)

B. SCOPE

This contract will cover all copiers listed on the Request for Proposal and any copiers added during the course of the contract period. Copiers may also be removed at any time during the contract period at no penalty or cost to ISD 709.

C. COMPENSATION

ISD 709 shall pay the cost of copier services according to the rate schedule listed. Payments will be made on a monthly basis or on an agreed payment schedule. Billing invoices will be arranged to best serve ISD 709's needs and will indicate the charges of each site by actual usage figures.

D. TERMINATION

This contract may be terminated at any time by ISD 709 for nonperformance, or failure to provide the copier services as outlined in this contract. Termination of this contract may be implemented by ISD 709 with a thirty (30) day written notice to the awarded vendor.

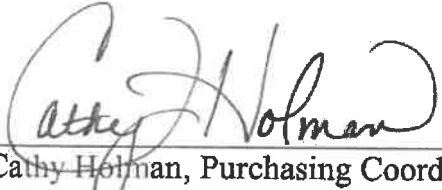
INDEPENDENT SCHOOL DISTRICT NO. 709
RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT
SPECIFICATIONS
PAGE 4 OF 4

E. INSURANCE REQUIREMENTS

The vendor shall carry insurance as outlined, and for the amounts listed on the attached sheet, "Supplementary Conditions & Insurance Requirements for Independent Contractors". Prior to the commencement of work, the vendor shall provide ISD 709 with Certificates of Insurance. ISD 709 shall be listed on the insurance policy to receive a "Notice of Cancellation", directly from the insurance agent should that event occur. This includes naming ISD 709 as "additional insured".

F. AWARD CRITERIA BASED UPON, BUT NOT LIMITED TO:

1. Cost per copy
2. Response time capabilities
3. Technicians' experience
4. Past vendor experience with ISD 709
5. Past vendor service experience with Konica Minolta copiers of comparable models to what is owned by ISD 709
6. Ability to provide parts and toner that meet or exceed OEM specifications



Cathy Holman, Purchasing Coordinator

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 1 OF 5

NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

EQUIPMENT

- 1) **Konica Minolta New Accurio Press 7120 Series**
W/ GBC Punch PK-525
W/ Staple Finisher SD-510

- 1) **Konica Minolta New Accurio Press 7120 Series**
W/Saddle Finisher SD-513F
W/Punch Kit PK-525
W Folding Unit FD-504

- 2) **Konica Minolta New Accurio Press 7120 Series**
W/Staple Finisher SD-510

Total (4) Konica Minolta 7120 Series Copiers with an estimated annual total volume of 8.8 MM copies/prints per year.

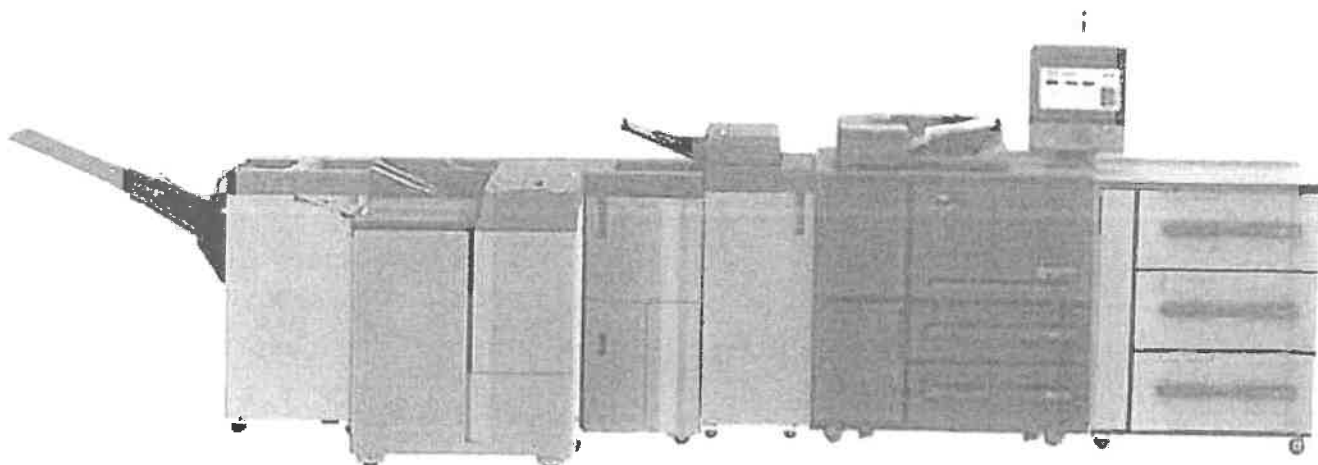
Proposed cost/per copy _____ X 8.8 Million copies estimated annual usage \$ _____



WIDTH
202.36 inches

DEPTH
56.34 inches


HEIGHT
57.48 inches



1 x NEMA L6 - 30R  3 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.76 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

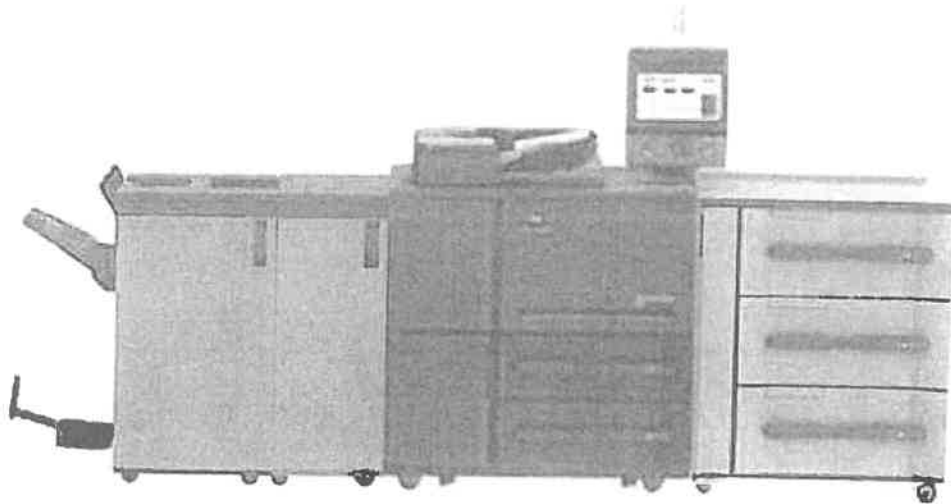
Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Folding Unit - FD-504	A65VWY1	1
Staple Finisher - FS-541	AAUUWY1	1	Saddle Stitcher - SD-513/F	A729WY1	1
Saddle Stitcher - SD-513	A65UWY2	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
Relay Unit - RU-518m	A9CEWY2	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1



WIDTH
129.72 Inches

DEPTH
35.83 Inches


HEIGHT
57.48 Inches



1 x NEMA L6 - 30R  1 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.76 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

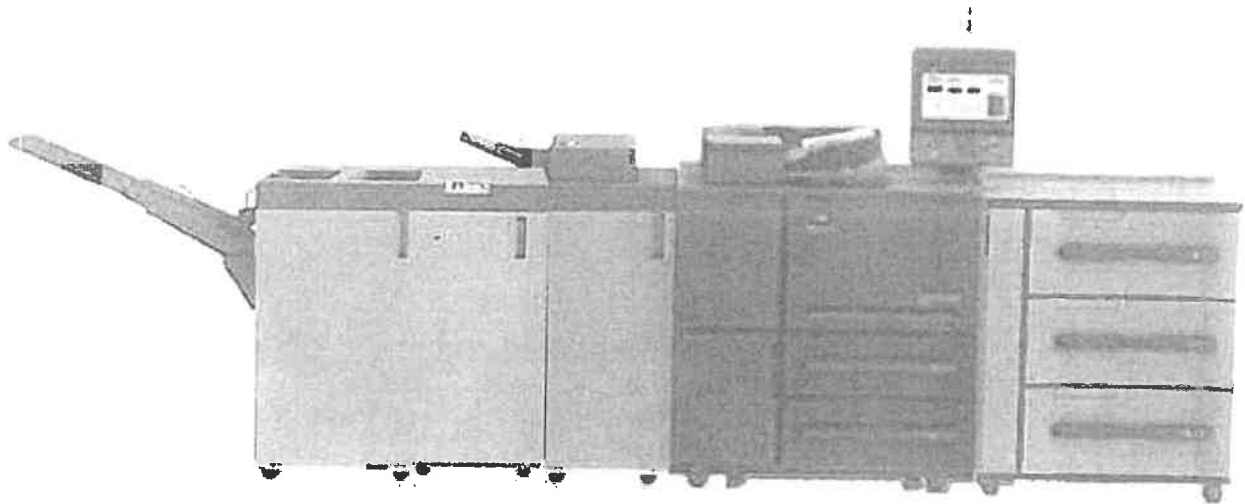
Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Saddle Stitch Kit - SD-510	A4F4WY1	1
Staple Finisher - FS-532m	A4F3WY6	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
Relay Unit - RU-510	A4FCWY2	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1



WIDTH
171 Inches

DEPTH
35.83 inches

HEIGHT
57.48 inches



1 x NEMA L6 - 30R  3 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.78 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Mount Kit for 3rd Party Options - MK-737	A6H9WY2	2
Staple Finisher - FS-541	AAUUWY1	1	DIE, CombBind, 19/21H HD	7714919	1
Relay Unit - RU-518m	A9CEWY2	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
GBC PUNCH G3	WSM7724400	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSALPAGE 2 OF 5

- A. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request for Proposal. These figures represent the current agreement's approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 3 OF 5

B. SUPPLEMENTAL DATA

- 1. Names of other school districts and information relative to copier services your company provides at present:

<u>Name of School District:</u>	<u>No. of School Years:</u>	<u>No. of Employees:</u>	<u>No. of Copiers:</u>

- 2. Number of personnel employed by your company:

Sales:

Service Techs:

Office Personnel:

Total Personnel:

- 3. The person(s) in your company who will ensure compliance with the provisions of the contract:

_____ (Name/Title)

_____ (Name/Title)

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709
RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT
FORM OF PROPOSAL
PAGE 4 OF 5

4. Additional information, which will clarify or further explain your proposal:

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709
 RFP-329
 B/W PRINT SHOP COPIER SERVICE CONTRACT
FORM OF PROPOSAL
PAGE 5 OF 5

** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy__ proposal. restricts __ does not restrict me, or the firm from submitting a request for

If this policy restricts you from bidding, please explain: _____

The undersigned, having carefully examined the specifications for Copier Service Contract, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with the specifications as per the attached.

VENDOR : _____

AUTHORIZED BY

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ - _____



CCO #001
108

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - ISD #709- Duluth Public Schools-DNT Building
Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #001: CO #1 - Demo Reconciliation

CONTRACT COMPANY:	Donald Holm Construction 3211 W 3rd St Duluth, Minnesota 55806	CONTRACT FOR:	SC-S23075-001:RFP #318 Demolition Services
DATE CREATED:	8/19/2024	CREATED BY:	Justin Maaninga (ICS - Park Rapids, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	08/19/2024
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$69,699.36)

DESCRIPTION:
CE #001 - Demo Reconciliation
This change order reflects the demolition work not completed within the original contract. All demo work succeeding this contract is being billed directly to the customer, Duluth Public Schools.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.01 - Demo Pkg - Donald Holm Const.	Demolition Reconciliation	Other	(\$69,699.36)
Subtotal:				(\$69,699.36)
Grand Total:				(\$69,699.36)

The original (Contract Sum)	\$ 138,128.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 138,128.00
The contract sum will be decreased by this Change Order in the amount of	(\$69,699.36)
The new contract sum including this Change Order will be	\$ 68,428.64
The contract time will not be changed by this Change Order by 0 days	

Donald Holm Construction
3211 W 3rd St
Duluth Minnesota 55806

ICS - Park Rapids, MN
104 Park Avenue North, Suite 201
Park Rapids Minnesota 56470

Duluth Public Schools ISD #709
4316 Rice Lake Road
Duluth Minnesota 55811

Signed by:

SIGNATURE 9FF4E5... DATE 8/20/2024

DocuSigned by:

SIGNATURE DD4BB... DATE 8/19/2024

Signed by:

SIGNATURE B545E... DATE 8/20/2024

CHANGE ORDER

Project Name:	INDEPENDENT SCHOOL DISTRICT 709-2024.05-Switch Config/Label	Project Manager:	Staci Retzlaff 608-216-4029 staci.retzlaff@cdw.com
Customer Name:	Duluth Independent School District No. 709 (MN)		
CDW Affiliate:	CDW Government, LLC		
Drafted By:	Staci Retzlaff		
Effective Date:	August 12, 2024	Requesting Party:	CDW
Contract#/Change ID:	129570 - 01		

This change order (“**Change Order**” or “**CO**”) is made and entered into this August 12, 2024 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”), and amends that certain INDEPENDENT SCHOOL DISTRICT 709-2024.05-Switch Config/Label Statement of Work made effective May 31, 2024

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$8,400.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 40 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer – Per Hour	\$210.00	40	\$ 8,400.00
Estimated Totals		40.00	\$ 8,400.00

Budget Code: 01 E 012 108 000 305 000

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment. In the event a Master Services Agreement (MSA) is in place, the terms of the MSA take precedence.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Government, LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Duluth Independent School District No. 709 (MN)

By: Simone Zunic
signature

Name: Simone Zunic

Title: Exec. Dir. Business Services

Date: 9/5/24

The following Manager has given approval:

AMAZON INCREASE IN SERVICES (INFORMATIONAL)

A staff member received a \$500 stipend in the form of an Amazon gift card for completing MCP modules. Because it was not personal funds that paid for the class, the gift card was attached to her district account. Our current system is invoice payment only, no gift cards. Because we did not want her to lose this opportunity another Amazon group has been created.

The group is entitled "Direct Pay Group" and the gift certificate recipient must work directly with Cathy Holman in purchasing to redeem their gift card. She will place them in the Direct Pay Group to spend up to the total of their gift card without going over. Since this purchase is on a gift card and not from a district budget, their order will be approved and processed by Cathy Holman.

Once the order is received, Cathy will remove their name from the Direct Pay Group allowing them to continue to use the protocol in place, creating a wish list and sharing it with their requisitioner.

**Expenditure Contracts Signed
August 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
CDW-G	\$48,000.00*	Technology (DU)	Network Engineer services
Lake Superior College	\$3,000.00 / course / teacher	TLE (DR)	2024-25 College in the Schools (CITS) services
National Audio Visual	\$10,000.00*	TLE (DR)	2024-25 audio/visual support for staff development events
Blackbird Revolt	\$3,590.00*	TLE (DR)	Design services for Duluth Adult Education program
TFS Results	\$4,800.00*	TLE (DR)	CTE services for 2024-25 school year
Fuel Education	\$48,000.00*	TLE (DR)	ALC/AEO learning hub course seat license for 2024-25 school year
Renaissance	\$10,550.00*	TLE (DR)	Staff development services – SMW Virtual Refresher Workshop and Champions Remote Academy Package
Duluth Area Family YMCA	\$14,400.00	TLE (DU)	Gym rental/services for students attending ALC for 2024-25 school year
Booster	TBD	Homecroft ES (DU)	Fundraising platform services – Booster receives



STATEMENT OF WORK

Project Name:	DV_TS INDEPENDENT SCHOOL DISTRICT 709-2024.08-Staff Aug-Net Admin II	Seller Representative: Dave Donarski +1 (847) 4656000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	August 26, 2024	Digital Velocity BDM: Jenna Camphouse-Ferrante
Drafted By	Chris Garman	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 071321#CDW between CDW Government LLC and Sourcewell effective November 13, 2021 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE:

Seller will provide Customer with one (1) Network Engineer for a staff augmentation engagement, to perform under the technical direction of Customer.

The following project requirements are detailed below.

- Responsible for the operation of the Customer’s network infrastructure, including LAN/WAN, Internet, IP Telephony, Video Security and System Security.
- Includes designing, implementing, and maintaining the network infrastructure to support the district curriculum and administrative requirements.
- Leading and coordinating the work of the network technical support staff to provide the highest quality of system reliability, support and services to Customer’s students and staff.
- Provides assistance to Customer staff with technology problems requiring expert troubleshooting and problem analysis.
- Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues.

- Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy of vendor billing.

Essential Duties:

- Oversees the operations of the Customer's network infrastructure systems, including security, data, voice, and video cabling.
- Evaluates, analyzes and resolves problems within the within the Customer's network infrastructure systems.
- Designs and implements solutions to ensure a minimum delay and maximum support to curriculum and administration systems for employees using these systems.
- Acts as a technical expert to assist district employees and technical support staff with complex network problems.
- Handles difficult and complex network problems that cannot be resolved by other departmental technical support staff.
- Develops monthly summary reports that will track system reliability that are used to identify problems and prevent system failures.
- Lead and coordinate the work of the network technical support staff, by providing direction, training and assistance with problems encountered by staff.
- Ensures that quality control of system and services, with an emphasis on customer satisfaction, is provided to Customer employees using the network infrastructure and system devices.
- Reviews and utilizes systems to monitor, maintain, and identify potential issues in the design and reliability of the network infrastructure and attached system.
- Assigns duties for most project management within the Network Infrastructure area for the department. Performs other related Customer technology duties as needed/required.
- Researches and maintains knowledge of current network and end user device technologies to ensure Customer awareness of state of the art software and hardware.
- Reviews, tests and determines technology systems and network hardware/software components meet standards for quality and network compatibility.
- Select equipment for purchase or to be placed on approved standards list for purchasing by the Customer.
- Reviews and makes recommendations for effective and efficient Customer technology related system improvements.
- Prepare written monthly report that will identify major network systems and track status, failures and potential system issues.
- Plan and budget for future acquisitions and upgrades to equipment and software. The TCO and ROI models will be used to support changes or purchase of new systems and equipment.
- Develop technical specifications (BDID's) and requests for proposals (RFP's). Reviews bids and proposals and help makes recommendations for vendor selection.
- Assists the Technology Manager with the development of Customer Technology Plan, Disaster Recovery Plan (DRP), E-Rate, Telecommunication Equity Aid as well as technology grants/funding.
- Develop a professional development plan, including professional development funded and not funded by Customer funds for all reporting staff.
- Evaluates performance and resolves a wide variety of concerns and complaints

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table below).

Services Fees of \$48,000.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 320 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Network Engineer II – Per Hour	\$150.00	320	\$48,000.00
Estimated Totals		320	\$48,000.00

Under no circumstances and notwithstanding anything to the contrary, Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the Network Engineer to leave the employ of Seller, or hire or engage such Network Engineer.

EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Technology Office	709 Portia Johnson Dr, Duluth, MN 55806

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government, LLC

Duluth Independent School District No. 709 (MN)

By: _____
Name: _____
Title: _____
Date: _____

By: *Simone Zunic*
Name: *Simone Zunic*
Title: *Exec. Dir. Business Services*
Date: *8/27/24*

Budget Code: 01E 012 108000 305000

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2024 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2024 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 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 contract have been satisfactorily fulfilled, whichever occurs first.

- 5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE 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 MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- 6. AUTHORIZED REPRESENTATIVES.

a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Jennifer Larva
 Title: Director of Curriculum and Instruction
 Address: 215 N 1st Avenue East; Duluth MN 55802
 Telephone: 218-336-8700 x 1007
 E-Mail: jennifer.larva@isd709.org

b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa
 Title: College in the Schools Director
 Address: 2101 Trinity Road, Duluth MN 55811
 Telephone: 218-733-5916
 E-Mail: stephanie.wainionpaa@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- 8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.
- 9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- 10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

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.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	
DocuSigned by:	
<i>Linda Kingston</i>	
Title	VP Academic and Student Affairs
Date	6/24/2024 9:38:08 PM CDT

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

By (authorized signature)	
DocuSigned by:	
<i>Simone</i>	
Title	Exec. Dir. of Finance and Business Services
Date	6/26/2024 9:46:17 AM CDT

By (authorized signature)	
Title	
Date	

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)	
DocuSigned by:	
<i>Michelle Phernetton</i>	
Title	Director of Business Services
Date	8/12/2024 10:11:43 AM CDT

Attachment A - 2024-2025 LSC CITS COURSES

Cost: \$33,000.00

The following 11 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
(3) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(4) Denfeld	MATH 1150	Pre-Calculus	4	Tim White	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring
(6) East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
(7) East	ART 1138	Ceramics I	3	James Carlson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

** Indicates courses that are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org

East Principal	Kelly Flohaug
East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

Certificate Of Completion

Envelope Id: 030163A51DE048FBA2FB855CEFC2EC83
 Subject: Complete with DocuSign: LSC CITS Contract - Duluth Public Schools AY2025.docx
 Source Envelope:
 Document Pages: 7 Signatures: 3
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Michael Francisco
 30 7th St E Ste 350
 Saint Paul, MN 55101
 michael.francisco@lsc.edu
 IP Address: 204.77.44.52

Record Tracking

Status: Original
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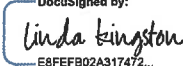
Holder: Michael Francisco
 michael.francisco@lsc.edu

Location: DocuSign

Signer Events

Linda Kingston
 linda.kingston@lsc.edu
 VP Academic and Student Affairs
 Lake Superior College
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 38.100.27.154

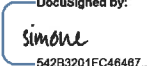
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 Signed: 6/24/2024 9:38:08 PM

Electronic Record and Signature Disclosure:

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 ID: c752b4bc-7856-4d81-aea9-f0d4a9afe7af

simone
 Simone.zunich@isd709.org
 Exec. Dir. of Finance and Business Services
 Isd #709 Duluth Public Schools
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 542B3201FC46467...

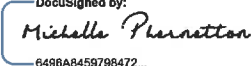
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 Signed: 6/26/2024 9:46:17 AM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2024 9:45:24 AM
 ID: 2b851494-59fc-4711-8937-f2c8cee105a8

Michelle Phernetton
 michelle.phernetton@lsc.edu
 Director of Business Services
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 649BA8459798472...

Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

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 Resent: 8/12/2024 9:02:40 AM
 Viewed: 8/12/2024 10:07:41 AM
 Signed: 8/12/2024 10:11:43 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Jennifer Larva
 jennifer.larva@isd709.org
 Jennifer Larva
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 6/26/2024 6:22:53 AM
 Viewed: 6/26/2024 8:38:33 AM

127

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/18/2024 10:36:25 AM

Certified Delivered

Security Checked

8/12/2024 10:07:41 AM

Signing Complete

Security Checked

8/12/2024 10:11:43 AM

Completed

Security Checked

8/12/2024 10:11:43 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

National Audio Visual will provide all audio and visual support for Professional Development Days for Duluth Public Schools for the 24-25 school year. Equipment that will be provided by National Audio Visual may include (but not limited to): computer, microphone (portable), lighting to ensure quality sound and visuals for staff. National Audio Visual will live stream all sessions. Prior to any Professional Development Day, National Audio will be available for set up the day before any needed Professional Development.

Dates may include:

August 27, 2024 - Professional Development at Denfeld and East high School
 October 14, 2024 - Professional Development Day - location details to follow
 October 27, 2024 - Professional Development Day - location details to follow
 December 23, 2024 - Professional Development Day - location details to follow
 February 24, 2025 - Professional Development Day - location details to follow
 May 27, 2025 - Professional Development Day - location details to follow

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 \$10,000 in total for the 24-25 school year.

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: Joan Lancour , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) National Audio Visual, 504 East Fourth Street, Duluth, MN 558905.

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:

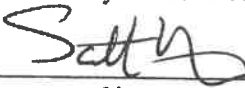

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 83-1840845 8/13/24
SSN/Tax ID Number Date

 Program Director 8/14/2024
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair 8.16.24
Date





20 AUGUST 2024

Blackbird Revolt, LLC Services Agreement

PARTIES

The parties to this agreement are Blackbird Revolt, LLC and **Duluth Adult Education ISD709**(hereafter referred to as "the partner", "partner", "the Client", or "Client").

SCOPE OF SERVICES

The services to be provided by Blackbird Revolt, LLC are as described below:

T-Shirt Design

- 1 style representing all programs

Slogan Stickers

- The best DAE of your life
- Seize the DAE
- It's a new DAE
- This is your DAE

Posters

- GED-Diploma program
- English Language program
- College Prep program
- Core Skills program
- All programs

Postcard

PAYMENT

Payment for services

The Client shall pay for services in 2 installments of **\$1,795**. These installments shall be paid within 30 days of each invoice. The Client shall pay for services total amount equaling **\$3,590**.



Reimbursement of expenses

Blackbird Revolt, LLC will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services.

Invoices

For short term projects or work, an invoice for services shall be submitted upon completion of agreement. The Client will process and pay bills within thirty (30) days from receipt.

Cancellation & Rejection Fees

- Upon cancellation of agreement prior to completion of the design phase, the Client shall pay 25% of total costs for services **(\$897.50)**
- Upon cancellation of agreement prior to completion of the production phase, the Client shall pay 50% of total costs for services **(\$1,795)**
- Upon cancellation of agreement after work has been completed, the Client shall pay 100% of total costs for services **(\$3,590)**

Audit of Records

Blackbird Revolt, LLC shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the Client for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Blackbird Revolt, LLC.

REVISIONS, ALTERATIONS, & APPROVAL

Revisions

Each deliverable includes one round of revisions. Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work" and added to the final invoice at \$400 per round.

Iterations

During the design phase, if the client/partner requires the creative team to redesign or re-iterate vectored concepts, an iteration fee of \$180/hour will be added to the final invoice.

Approval

Angie Frank will act as the primary representative between Blackbird Revolt & the Client. All feedback should be provided through meetings and/or via email.



TIMEFRAME

Dates

Blackbird Revolt, LLC will complete all services by **October 15, 2024**.

Due dates for material and feedback will be articulated by the creative team at the start of each project and/or assets. Extension charges occur when the feedback or content is delivered beyond the date necessary for the creative team. Extension fees can be avoided by requesting a change to the timeline and due date in advance through communication via email.

Final design work will begin once The Client has delivered 100% of the necessary content and elements. Each day the design is delayed will add an additional day to the timeline. These project extension days will result in an additional \$85 per day charge.

Note: Each project varies in timeline and scope. We will complete all services within an agreed upon timeline unless timeline changes are made and agreed upon.

Our offices are closed on Fridays. Any due dates should be set between Monday and EOD Thursday. If feedback or content is delayed and the creative team may work Friday, if the client needs to maintain a due date, for an additional hourly fee of \$180.

Unforeseen Circumstances

Extension of time for unforeseen circumstances. In the event that the Blackbird Revolt, LLC is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Blackbird Revolt, LLC's reasonable control, such as war, unrest, police violence, strikes, lockouts, natural disasters, pandemics, blackouts, or emergencies such as medical, or work slowdown or stoppage of Blackbird Revolt, LLC's employees or subcontractors due to these circumstances, Blackbird Revolt, LLC shall inform the Client of the additional time required to perform the work.

METHOD OF COMMUNICATION

We will use email as our primary method of communication. Communication in person, via video chat, or over the phone are encouraged and acceptable. We do request that any design or project changes/edits/revisions be made through email (changes can be articulated through other avenues, but email ensures the changes are documented properly). Other methods of communication are acceptable as long as all parties agree on what those methods will be.



EXPECTATIONS

The project outlined in this agreement is priced based on time, deliverables, expertise, and other relevant components. We set aside the appropriate time and parameters to create the deliverables. If the Client/Partner would like to have more frequent communication or unrestricted access to our creative team, additional fees or a retainer can be set up to match those expectations.

In addition, throughout the course of the partnership, it is expected that all parties will respect the boundaries of each party throughout the project. To understand more about Blackbird's boundaries and expectations, review our guide [Taking Flight with Blackbird](#).

ISSUE RESOLUTION

In the event that the client encounters any issues, concerns, or dissatisfaction with members of the creative team or the creative process, the client agrees to promptly notify the business managers in writing. The client shall provide a detailed description of the matter, including relevant facts and circumstances, and shall make reasonable efforts to cooperate with the business managers in resolving the issue.

The business managers, upon receiving notice of such concerns, shall make diligent efforts to address and resolve the issues in a timely manner. Both parties agree to engage in good-faith discussions and negotiations to find an amicable solution that meets the mutual satisfaction of all parties involved.

Failure to promptly notify the business managers of any concerns or issues in accordance with this clause may limit the client's ability to seek remedies or adjustments at a later date. This provision is intended to facilitate effective communication and collaborative resolution between the parties to ensure the successful execution of the creative project.

STANDARD OF PERFORMANCE

Blackbird Revolt, LLC's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Blackbird Revolt, LLC's profession currently practicing under similar conditions.



ASSIGNMENT

Blackbird Revolt, LLC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this agreement without the express written consent of the Client in each instance.

SUBCONTRACTORS

Blackbird Revolt, LLC will perform the work personally. Blackbird Revolt, LLC may subcontract work when necessary for the completion of the project

OWNERSHIP OF WORK PRODUCT

All final deliverables provided by Blackbird Revolt, LLC under this Agreement shall be for the use of the Client other than for the promotional use of Blackbird Revolt, LLC. All preparation materials, sketches, drafts, artwork, digital files, and other visual presentation materials remain the property of Blackbird Revolt, LLC.

FORMAT OF DELIVERABLES

Deliverables submitted to the Client in electronic format shall be formatted according to specifications provided by the Client. These deliverables should be in the following format(s):

- PDF, JPG, INDD, EPS, or otherwise noted by the client

CONFIDENTIALITY

Blackbird Revolt, LLC agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Blackbird Revolt, LLC's scope of work or subsequent promotional purposes. Blackbird Revolt, LLC's obligations under this paragraph shall survive the termination of this agreement.

TERMINATION OR ABANDONMENT

Upon receipt of a notice of termination, Blackbird Revolt, LLC shall perform no further work except as specified in the notice. Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion,



Client is responsible for full payment as per the above estimate plus all other expenses incurred.

ELECTRONIC COMMUNICATIONS

During the course of this agreement, communications may occur through the exchange of electronic versions of documents and emails using commercially available computer software and Internet access. Blackbird Revolt, LLC and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of viruses, or similar destructive electronic programs. The Client agrees to exercise the necessary precautions to avoid spreading a computer virus. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Neither party can guarantee that its respective communications and documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

INTEGRATION AND MODIFICATION

This agreement represents the entire understanding of the Client and Blackbird Revolt, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified, amended, or altered except in writing signed by the Client and Blackbird Revolt, LLC.

ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this agreement, and that the decision of whether or not to seek the advice of counsel with respect to this agreement is a decision which is the sole responsibility of each of the parties hereto. This agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the agreement.

INDEPENDENT REVIEW

Each party hereto declares and represents that in entering this agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this agreement is being made without reliance upon any statement or representation not



contained herein of any other party, or any representative, agent, or attorney of any other party.

TIME

Any reference to days means calendar days unless otherwise specifically stated.

TAXES

The client shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

SIGNATURES

The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties have executed this agreement on the following date: August 20, 2024.

Client

By: Simone Zurich
(Signature)

By: Simone Zurich
(Printed Name)

Title: Exec. Dir. Business Services

Blackbird Revolt, LLC

By: Janelle Moses
(Signature)

By: Janelle Moses
(Printed Name)

Title: Business Manager

Budget Code: 04E 005 520 322 305 000



Mark C. Perna
Speaker, Author, and CEO

Monday, July 22, 2024
PROPOSAL

Duluth Public Schools
709 Portia Johnson Dr.
Duluth, MN 55811
Attn: Danette Seboe

Dear Danette,

It is with great pleasure that I present you with this proposal with information and pricing regarding our ability to partner with Duluth Public Schools in the long-term delivery of high-quality products and services.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Amount Due</u>
Education with Purpose® and Career Tree® Initial Development and License Fee	1	\$4,800.00	\$4,800.00
TOTAL DUE			\$4,800.00

Terms and Conditions: Upon receipt of the Initial Development Fee, TFS Results will grant Duluth Public Schools the right to use the phrases “Education with Purpose®” and “Career Tree®” along with all materials, strategies, best practices, images, classroom tools, curriculum guides, online resources, and additional materials available from TFS Results as they relate to the Career Tree® and Education with Purpose® until June 30, 2025. At that time, a new agreement and license is required.

This year’s one-time Initial Development Fee and all future years’ Annual Renewal Fees do not include the cost for any professional development, additional classroom tools, or professionally printed worksheets and marketing materials required, and therefore any needed additional products and services will be at an additional cost and must be designed, produced, and provided exclusively by TFS Results. No other company or entity has the right or permission to design, produce, or deliver implementation support, professional development, or materials covered by this Annual Limited Use License. Shipping for materials is additional and can be estimated upon request.

The Education with Purpose® and Career Tree® name, image, and strategies are trademarks and copyrights of Mark C. Perna and TFS Results. Any use of this intellectual property, in whole or in part, without permission is strictly prohibited by law. To maintain continued access to and use of these phrases and materials, the current Annual Renewal Fee must be paid at the start of each fiscal year. TFS Results reserves the right to adjust fees as needed.

TFS Results grants Duluth Public Schools permission to use images of the Career Tree® on its own social media pages and websites for the sole purpose of promoting Career Tree within their organizations. Any use by, duplication of, or sharing of these materials with other organizations outside of Duluth Public Schools, in whole or in part, without written permission from TFS Results, is strictly prohibited by law.

Due to the many Duluth Public Schools factors outside the control of TFS Results, there are no guarantees of performance made or implied regarding the use of Education with Purpose® and the Career Tree®.

Budget Code: 01E 005 610 830 406 000



Mark C. Perna
Speaker, Author, and CEO

Monday, July 22, 2024
PROPOSAL

Danette, we are looking forward to moving ahead and having the opportunity to thoroughly delight you, your entire organization, and your students. If we can be of any further assistance to you, please call Kristy Warrell or myself at 330.840.2680 at any time. We truly appreciate this opportunity to work closely with you!

Please scan and return the approved proposal to kristy.warrell@tfsresults.com.

Warmest Regards,

Mark

Mark C. Perna
Speaker, Author, and CEO

Approved:

X

Simone Zurich

Printed Name:

Simone Zurich

Organization:

Duluth Public Schools

Date:

8.16.24



This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2024 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <https://www.stridelearning.com/learning-solutions/products-and-services-agreement-terms.html> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: *Simone Zunic*

Date: 8.13.24

Name (Print): Simone Zunic

Title: Exec. Dir. Business Services

Accepted by FuelEd:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

- 1. Period:** 9/2/2024 through 9/1/2025 and is not eligible for a renewal period.
- 2. Territory:** Students served by Duluth Public School District, MN
- 3.** For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
500	Learning Hub Course Seat License	License for enrollment in one student in one course. This license is reusable. Includes content and hosting. Materials are ordered separately.	\$96.00	\$48,000.00

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

FuelEd reserves the right to replace or substitute any product offerings set forth in this Order for another similar product or service, subject to availability.

4. Description of Educational Products.

FuelEd Online Courses:

FuelEd course includes content as described in the course catalog. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Learning Hub Course Seat License:

Customer will be invoiced in full for the unit price of the license upon Order. Customer may enroll another student in place of the withdrawn student for no additional fee. This license is transferable. If during the Period the customer enrolls students in Learning Hub Course Seat Licenses in addition to those ordered hereunder, Customer will be invoiced monthly for enrollments exceeding the quantity purchased in the table above. All payments are due within thirty (30) days of the Customer's receipt of the invoice. There is no refund or credit for withdrawals occurring after fourteen (14) days from enrollment. No other refunds, credits, or cancellations are allowed. In FuelEd's sole discretion, FuelEd reserves the right to audit enrollments and invoice at the unit price if Customer exceeds three students per license in the Learning Hub Content Course License.

ALC

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
 www.renaissance.com

Duluth School District 709 - 161520

Reference ID: 749093

709 Portia Johnson Dr

Duluth, MN 55811-2898

Contact: Jen Larva - (218) 336-8700

Email: jennifer.larva@isd709.org

Quote Summary


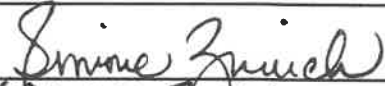
School Count: 1

Renaissance Products & Services Total	\$10,550.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$10,550.00

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

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

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

Renaissance Learning, Inc.	Duluth School District 709 - 161520
	By: 
Name: Ted Wolf	Name: <i>Simone Zurch</i>
Title: VP - Corporate Controller	Title: <i>Exec. Dir. Business Services</i>
Date: 8/29/2024	Date: <i>8.29.24</i>
	Invoice Date:

Email: electronicorders@renaissance.com

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

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Erin Folles at (707)690-4331, Thank You.

01 E 005 211 161 303 013

2911 Peach Street, Wisconsin Rapids WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

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

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

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

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

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

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Duluth School District 709 - 161520

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Professional Services					
SMW Virtual Refresher Workshop		1	\$500.00	\$0.00	\$500.00
Champions Remote Academy Package (24 Remote Hours)		1	\$10,050.00	\$0.00	\$10,050.00
Duluth School District 709 Total				\$0.00	\$10,550.00

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**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2024-2025**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 1, 2024, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 1, 2024 and ending June 30 2025.
- Complimentary use of the full gym up to 40 hours of throughout the school year.
- Rental of gym space through school year if requested at cost of \$35.00 per hour per ½ gym space
- Additional exclusive rental space can be provided if needed at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year.
- All new student members would be required to participate in an orientation in our Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$45.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).
- At the end of the school year, for the summer months, there will be an option to continue memberships at a cost of \$856.00 per month.

For these services, ISD 709 agrees to pay \$1200.00 per month, beginning September 1, 2024, with the potential for a rate increase effective January 1, 2025 up to \$1236.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$25.00 to \$45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/3/24

Signature ISD 709 Representative

Date: 9/3/24

Merchant Account Program



Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [Homecroft Elementary School], effective as of [09/01/24] (this "Agreement") governs your use of the Service as further set forth and defined herein.

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, First Horizon Bank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- You (School) will collect and retain all cash and check donations
- We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We use reasonable efforts to ensure that checks are sent out within 2 days of request from the C3 and may take up to 2 weeks to reach your school.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

Merchant Account Program



The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

Homecroft Elementary School

School Name

Simone Zunich

Representative Name (printed)



Representative Name (signature)

09/05/2024

Date

Booster Enterprises, Inc.

Adam Ridenour

Representative Name (printed)



Representative Name (signature)

5/30/2024

Date

**No Cost Contracts Signed
August 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
SMDC Medical Center	TLE (Residentials)	SMDC Medical Center will provide district support at its Amberwing facility for the 2024-25 school year

Amended and Restated Memorandum of Understanding

Between SMDC Medical Center and Duluth Public School District, ISD #709

This Amended and Restated Memorandum of Understanding ("Amended and Restated MOU") is between SMDC Medical Center ("SMDC") and Duluth Public School District, Independent School District #709 ("District") and is retroactively effective as of July 1, 2024 ("Effective Date").

RECITALS

WHEREAS, SMDC and District entered into a Memorandum of Understanding effective April 7, 2020 ("2020 MOU"); and

WHEREAS, although the 2020 MOU expired July 1, 2021 per its terms, the parties have continued to operate under the 2020 MOU as if it had not expired, and therefore the parties have agreed to make this Amended and Restated MOU retroactively effective to July 1, 2024; and July 1, 2024 – June 30, 2027

WHEREAS, SMDC is a Minnesota non-profit corporation and operates an outpatient mental health service principally for children, adolescents, and young adults, and such program is called the Amberwing Partial Hospitalization Program ("Program"), also known as Superior Academy for ISD 709, located at 615 Pecan Avenue, Duluth, MN 55811; and

WHEREAS, certain of the patients in the Program are enrolled in school in grades K-12 ("Students"); and

WHEREAS, while enrolled in the Program, Students would be unable to attend classes at their applicable school; and

WHEREAS, continuing of the Student's education is a requirement of the Program, SMDC and District wish to work cooperatively to facilitate Students maintaining the Students' educational curriculum while enrolled in the Program.

NOW, THEREFORE, the District and SMDC wish to enter into this Amended and Restated MOU.

1. Roles of District ROLES AND RESPONSIBILITIES

- a. District shall provide up to two teachers (the "Teachers") at District's expense, to be at Amberwing full time during regular school hours and days during the term to Teach the Students.
- b. Teachers shall facilitate the maintenance of educational curriculum of the Students which shall include assistance with homework, educational testing and assessment and group and individual instruction appropriate to grade and achievement levels ("Teach").
- c. District shall ensure, and shall provide such written confirmation to SMDC upon SMDC's request, that the Teachers are fully qualified to perform the Teaching duties, including being licensed and credentialed in the state of Minnesota as applicable, have successfully passed District and SMDC required background checks and verification of education or employment, and have obtain all immunizations as may be required by SMDC and/or the Program.
- d. District shall cause the Teachers to adhere to SMDC's and the Program's applicable policies and procedures while at Amberwing as long as there are no conflicts with the District's Teacher bargaining unit contract. If there is a conflict, this Amended and Restated MOU may be terminated by either party as set forth in General Terms below.

- e. District shall obtain all consents and releases as may be necessary to Teach the Students, including without limitation, parent and/or guardian consents and releases of information.
- f. District shall be responsible to comply with all applicable laws, rules and regulations including without limitation, Family Educational Rights and Privacy Act ("FERPA").

2. Roles of SMDC

- a. SMDC shall make two rooms available at Program to Teachers to serve as classrooms for Teaching ("Classrooms") during regular school hours and days during the term. District understands and acknowledges that District will not have exclusive use of the Classrooms during the term, and SMDC may be using that space when it is not being used for Teaching.
- b. SMDC shall make available for Teachers for Teaching in the Classrooms the standard equipment and furniture available in the rooms.
- c. SMDC shall orient Teachers to applicable SMDC and Program policies and requirements.
- d. SMDC shall be responsible to comply with all applicable laws, rules and regulations including without limitation, Health Insurance Portability and Accountability Act ("HIPAA").

3. General Terms

- a. This Amended and Restated MOU is retroactively effective as of July 1, 2024, and shall continue until and including June 30, 2027. At the end of the initial term, and each subsequent term, this Amended and Restated MOU will automatically renew for successive three (3) year terms unless terminated as set forth herein. This Amended and Restated MOU may be terminated at any time by either party or by written notice to the other party. Either party may terminate this Amended and Restated MOU immediately upon notice if it deems it to be in the best interests of or for the safety of the Students.
- b. If Essentia Health reasonably determines that the continued performance of this Amended and Restated MOU jeopardizes its or an affiliated entity's (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, SMDC shall notify District so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, SMDC may terminate the Amended and Restated MOU immediately and without penalty.
- c. Each party shall comply with all applicable laws, rules, and regulations in connection with their respective obligations hereunder.
- d. 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.
- e. The parties are independent contractors and this Amended and Restated MOU is not intended to create a joint venture, partnership or any other employer- employee relationship. The Teachers are employees of District, and are not employees of SMDC for any purpose, and are not entitled to any benefits provided by SMDC to its employees. District is responsible for the payment of all wages, benefits and taxes for Teachers.
- f. Both parties agree to not disclose confidential information of the other party without the prior written consent of the other party unless such disclosure is authorized by law.

- g. Each party will obtain and maintain general liability and as applicable professional liability insurance, with limits not less than \$1,500,000 per occurrence and \$3,000,000 in the aggregate.
- h. The parties are each responsible for their own acts and omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.
- i. Each party has in place a compliance program ("Compliance Program"), the goal of which is to ensure that all federal, state and local laws and regulations are followed. Each party's Compliance Program includes a commitment to uphold a high standard of ethical and legal business practices to prevent misconduct. Through the implementation of this Amended and Restated MOU, each party acknowledges its commitment to corporate compliance and agrees to conduct all transactions which occur pursuant to this Amended and Restated MOU in accordance with all applicable laws, rules and regulations and with the underlying philosophy and objectives of each party's Compliance Program. By signing this Amended and Restated MOU, each party represents and warrants that it is not, and has not been, excluded from participation in any federally and/or state funded health care programs, including Medicare and Medicaid. In the event that a party is excluded from participation in any federally and/or state funded health care programs during the term of this Amended and Restated MOU, such party agrees to notify the other within five (5) business days or less of the exclusion.
- j. In connection with the services to be rendered under the Amended and Restated MOU, the parties shall comply with the *Essentia Health Values* as set forth in the *Essentia Health Code of Integrity*, which is currently available at <https://www.essentiahealth.org/for-vendors/>.
- k. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Amended and Restated MOU, District 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 Amended and Restated MOU and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by District under this Amended and Restated MOU. If District carries out any of its duties under this Amended and Restated MOU 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.
- l. 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 Amended and Restated MOU (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 Amended and Restated MOU, 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 Amended and Restated MOU 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 Amended and Restated MOU, the Amended and Restated MOU 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 Amended and Restated MOU for any reason.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Memorandum of Understanding as of the Effective Date first written above.

Duluth Public School District, ISD #709

Signed: *Gimone Zurich* Date: *8/9/24*
Name: *Gimone Zurich*
Title: *Exec. Dir. Business Services*

SMDC Medical Center

Signed: *Eric Nelson* Date: *09/03/2024*
Name: *ERIC NELSON*
Title: *Senior Vice President*

**Revenue Contracts Signed
August 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
St. Louis County	TBD	Families in Transition	Transportation of children and youth in foster care placement for the 2024-25 school year. SLC and Duluth Public Schools will split the cost for these services

**PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, MN 55811 , hereinafter referred to as "District", for the period of July 1, 2024 to June 30, 2026.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. **TERM:**

The term of this Agreement shall be in effect from July 1, 2024 to June 30, 2026.

2. **EDUCATIONAL PLACEMENT DECISIONS:**

County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:

Lisa King, Business Services Supervisor
 St. Louis County Public Health and Human Services
 Business Services, Government Services Center
 320 West 2nd Street, Room 401
 Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Business Services Supervisor:

Lisa King
kingl@stlouiscountymn.gov
 Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

- 6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.
- 6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:
- 6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- 6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.
- 6.3.3 CFS Division Directors for PHHS:
 Northern St. Louis County – Nicole Curphy
CurphyN@stlouiscountymn.gov
 Ph) 218-471-7771
- Southern St. Louis County – Chris Heazlett
heazlettc@stlouiscountymn.gov
 Ph) 218- 726-2202
- 6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.
- 6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.
7. PROVIDER NOT AN EMPLOYEE:
 It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.
8. INDEMNIFICATION:
 Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - PHHS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contact:

13.1 St. Louis County
Susan Sauls, CFS Supervisor
218- 726-2108
saulsS@stlouiscountymn.gov

14. NOTICES/COMMUNICATIONS - SCHOOL


All notices and communication pursuant to this Agreement will be directed to the District point of contact:

14.1 Kaitlyn Jamar (primary contact)
FIT Coordinator
kaitlyn.jamar@isd709.org

14.2 Darren Sheldon
Federal Programs Coordinator
darren.sheldon@isd709.org

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2024 to June 30, 2026.

DISTRICT




John Magas
Superintendent
Date: 8/19/24

COUNTY

Linnea B. Mirsch
Public Health & Human Services Director
Date: _____

Approved as to form and execution:



Simone Zunich
Finance Manager
Date: 8/19/24

Benjamin M. Stromberg
Assistant County Attorney
Date: _____

TAX ID: 41-6003776

Grant Applications August 2024

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
MDE	Debra Hanuu, Emily Youmans	Duluth Public Schools Visual/Media Arts	92K Over 2 Yeats	<p>This grant opportunity was an unexpected result of a group of four Duluth Schools Visual/Media Arts educators applying to MDE as a cohort for Culturally Responsive Arts Education. We have worked together over the last year, and have received amazing training in diversity and equity; we have truly started to learn what we didn't know we didn't know. The experience has provided us with other cohorts from all over the state, as well as an amazing variety of diverse artists, musicians, and other storytellers sharing their culture and their work.</p> <p>For the grant, we were asked to identify an "inequitable condition" within our District. We had two groups in our cohort, an Elementary group led by Christina Boynton and Rosslyn Kendrick - so you will receive additional information from our Elementary team. For secondary, Emily and I identified that our arts students really didn't have the exposure and experiences with diverse artists that we feel they should - after all, our students may end up anywhere in the world and will certainly live and work with</p>

			<p>people of diverse backgrounds. To enable that, we identified three major components: 1. getting diversity training for our arts staff, to support THEM in supporting students and building curriculum, 2. getting diverse artists / experiences directly to our students, through visits, field trips, etc, and enabling students to respond artistically to issues of their own identity, that of others, and other perceptions of 'inequitable conditions' that may exist in their worlds. And 3. utilizing student art as a vehicle of communication and learning between schools, students and the general public; through exhibiting student-created artworks and media arts pieces in the community (also offering feedback to student artists).</p> <p>We have requested funds for training, artist visits /expenses, some new media tools to enable students' responses via media arts and behind-the-lense technologies, explicit training with a native filmmaker for our 5 media arts staff, and supplemental time.</p> <p>We are excited that these goals fit well with our CAPP (comprehensive arts planning program) grant goals, as well as current curriculum goals. We're hopeful for some positive support!</p> <p>Please note - the grant may not be used for salaries (see the question below), but could be used, for example, to buy time for teachers to work.</p>
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				Appropriate contacts will be made with HR should we receive this funding. I am uncertain as to how funds would be tracked within the district, but will certainly inform the appropriate department should we receive this funding (business management question)....
MDE	Christina Boynton and Rosslyn Kendrick	Duluth Public Schools Visual/Media Arts	\$141,311	Lifting up student voice in the elementary art classrooms by incorporating more tools for reflection and writing/video artist statements, providing art show panels to each elementary building to facilitate art shows, implementing printmaking into the art curriculum and adding screen printing for older grades, building in time for diversity and equity training for elementary art teachers, and providing students with opportunities for virtual artist visits.-----The district pays up front through a JPA and then is reimbursed by MDE
Ordean Foundation	Jason Goulet	Piedmont	\$10,000	To provide sensory equipment to support both or special education and general education students from preschool to grade 5
Voya Unsong Heroes	Jason Goulet	Piedmont	\$2,000- \$25,000	To provided sensory supports and equipment for students of all ages at Piedmont Elementary

Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Thursday, September 5, 2024
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 3:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
3. **POLICIES FOR SECOND 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) - *Suggested Name change to: 420 Communicable Diseases and Infectious Conditions* 2
 - B. 403 Discipline, Suspension, and Dismissal of School District Employees 20
4. **POLICIES FOR REVIEW**
 - A. 513 Student Promotion, Retention, and Program Design 26
5. **REGULATIONS - Informational**
6. **OTHER**

420 ~~STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER~~ COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone. ~~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)

Replacing: Policies 4055, 4065 & 5130
First Reading: 08.20.2024
Second Reading: 09.05.2024
Adopted:

420 ~~STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER~~ COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

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)

Replacing: Policies 4055, 4065 & 5130
First Reading: 08.20.2024
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Adopted:

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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)
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 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~~

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~~

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

First Reading: 08.20.2024
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 Adopted:

Adopted: _____

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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

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and used to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at a level deemed acceptable by local and state standards shall be promoted to the next grade level each year.

B. Retention

Students who do not achieve at a level deemed acceptable by local and state standards shall be retained at the current grade level, when professional staff and parents feel that it is in the best interest of the student. Scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors as well as attendance and age shall be considered.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating comprehensive achievement and civic readiness. ~~the World's Best Workforce.~~
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:
 - a. assess a student’s readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Program) Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

Adopted: 05-16-2017
Revised: 04-17-2018 ISD 709
 Reviewed: 04-25-2023
 Reviewed: 09-19-2023
 Revised: 09-05-2024

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 17, 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 - August 20, 2024 3

B. Approval of Action Items

1) Human Resources

- a. Staffing Report 6

b. Other Action Items

- (1) Job Description - Van Driver 7
- (2) Job Description - Network Admin/Engineer 12
- (3) FY24 Employee Harassment Complaints Report 23
- (4) 2024-2025 Hourly Rates 24

2) Finance

- a. Financial Report 27

- b. Fundraisers 28

c. Bids, RFPs and Quotes

- (1) RFP #329 Black & White Print Shop Copiers 29

d. Contracts, Change Orders, Leases

- (1) Change Order - Demo Reconciliation for DNT Building 43

- (2) Change Order - CWD Consulting Engineer 44

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

4) Other

- a. Diploma Requests 46

- b. Field Trip Requests - None

- c. Data Sharing Agreements - None

C. Approval of Policy Readings

- 1) First Readings - None

2) Second Readings

- a. 420 Communicable Diseases and Infectious Conditions (to replace 4055, 4065, 5130) 50

- b. 403 Discipline, Suspension, and Dismissal of School District Employees 71

3) Policies for Review

- a. 513 Student Promotion, Retention, and Program Design 77

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 - September 5, 2024</u>	<u>81</u>
2) <u>Policy Committee - September 5, 2024</u>	<u>119</u>
3) <u>Human Resources/Business Services Committee - September 10, 2024</u>	<u>146</u>

Regular School Board Meeting
 Tuesday, August 20, 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.

Member Williams left the meeting at 7:00 p.m. and returned at 7:08 p.m.

1. Call to Order
 at 6:34 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the agenda. This motion, made by Henry Banks 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 Patronas presented the East Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report. Topics Included:
 Student Reports

Unity In Our Community

Leadership Updates

Back-to-School Updates

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 (*August 15, 2024*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report. Chair Lofald shared that the Superintendent Evaluation Summary was presented at the Monthly Committee of the Whole on 08.20.24

7.B. Human Resources/Business Services Committee (*August 12, 2024*)

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

7.C. Policy Committee (*August 15, 2024*)

Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates

None

9. Consent Agenda

Move to Approve the Consent Agenda. Discussion was had. This motion, made by Amber Sadowski and seconded by Kelly Durick Eder, Passed.

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

Yea: 6, Nay: 1

Henry Banks: Nay

10. Resolutions from Committee Reports

10.A. B-8-24-4052 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-8-24-4052 Acceptance of Donations to Duluth Public Schools. 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

11. Special Resolutions and Action Items

11.A. HR-8-24-4053 Education Minnesota Clerical Local 692-A Collective Bargaining Agreement 2023-2025 - PLACEHOLDER

Move to Approve Resolution HR-8-24-4053 Education Minnesota Clerical Local 692-A Collective Bargaining Agreement 2023-2025. This motion, made by Rosie Loeffler-Kemp 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

11.B. HR-8-24-4054 Education Minnesota Clerical Local 692-A Collective Bargaining Agreement 2025-2027 - PLACEHOLDER

Move to Approve Resolution HR-8-24-4054 Education Minnesota Clerical Local 692-A Collective Bargaining Agreement 2025-2027. 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. This motion, made by Kelly Durick Eder 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

at 8:23 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: September 17, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTLETT, ALESHA M	VISUAL ARTS/ROCKRIDGE,CHESTER CREEK, MERRITT CREEK, (MA) IV 3, 1.0	08/27/2024
BORAK, CHARLES E	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV 9, 1.0, AAGENES-JASPERSON S. RESIGNED	08/26/2024
DIBBLE, ASHLEY N	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV 3, 1.0,	08/26/2024
DISSELL, DANIEL G	EARTH SCIENCE/DENFELD, (MA) STEP 9, 1.0, BOHAN B. DISPLACED	08/26/2024
FORBORT, SCOTT W	ENGLISH/AEO,ALC, (MA) IV 9, 0.5, JANSON. L RESIGNED	08/26/2024
JACOBI, RYAN J	SOCIAL STUDIES/DENFELD, (BA) III 2, 0.5	08/26/2024
JOHNSON, BRIAN P	HOURLY TEACHER/DAE, 14/38WKS, \$30.00	08/26/2024
KANE, KATHERINE M	HOURLY TEACHER/DAE, 14/38WKS, \$30.00/HR, SWARD L. RESIGNED	08/26/2024
KLENNERT, KAITLIN M	VISUAL ARTS TEACHER/ORDEAN, (BA) III 2, 0.7	08/26/2024
KUBIK, BETHANY A	MATH INTERVENTIONIST TOSA/LINCOLN PARK, (PHD) V 9, 1.0, BRECKENRIDGE R. TRANSFER	08/26/2024
KUHN, JENNIFER L	SPED STEPS IV TOSA/ROCKRIDGE, (MA) IV 5, 1.0, DERRICK J. DISPLACED	08/26/2024
LEMKE, ERIC J	BUSINESS ED TEACHER/EAST, (BA+15) III 8, 1.0	08/26/2024
LITTLE, THRESE M	VISUAL ARTS TEACHER/ORDEAN, (MA) IV 9, 1.0	08/26/2024
NETTLETON, JENNIFER F J	SPED EBD SETTING III TEACHER/DENFELD, (MA) IV 9, ALLEN F. DISPLACED	08/26/2024
NETTLETON, KEVIN E	DEAN OF STUDENTS TOSA/DENFELD, (MA+45) IV 9, 1.0,	08/27/2024
NIELSEN, CLAIRE J	SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON, D RETIRED	08/26/2024
NUPEN, MATTHEW C	CTE BUSINESS & MARKETING COMPUTER SCIENCE/DENFELD, (BA+15) III 8, 1.0	08/26/2024
ORLOWSKI, DELILA L	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 6, 1.0, PECK A. LOA	08/26/2024
RAITZ, MARIANNE	GRADE 1 SPANISH IMMERSION/LOWELL, (MA) IV 9, QUINN C. MATERNITY LEAVE	08/26/2024
RESSEMAN, MADISON K	PRESCHOOL TEACHER/MYERS-WILKINS, (BA) III 4, 1.0, BROWN L. RESIGNED	08/26/2024
SUOMALA, BRITTANY ANN	GRADE 1/LOWELL, (BA) III 5, 1.0, KELLEY, L. TRANSFER	08/26/2024
VOIGT, HEIDI P	SPANISH TOSA/AEO, (BA+30) III 4, 0.6, CUMMINS J. RESIGNED	08/26/2024
VOIGT, HEIDI P	HEALTH TOSA/AEO,ALC, (BA+30) III 4, 0.4	08/26/2024
WRIGHT, MYRIAM A	LTS GRADE 5 SPANISH IMMERSION/LOWELL, (BA) III 8, QUINN C. MATERNITY LEAVE	08/26/2024
YOUNGMAN, STEPHANIE M	SKILLS FOR SUCCESS/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BEYER, JUSTINE J	KINDERGARTEN TEACHER/MYERS WILKINS	11/04/2024 01/31/2024
DANIELSON, CHLOE K	SPECIAL EDUCATION SOCIAL WORKER/STOWE	08/19/2024 11/11/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PECK, MATTHEW R	GRADE 5 SPANISH IMMERSION - LOWELL ES	06/07/2024
SCHNEIDER, ANNAMARIE	ELEM READ INTERVENTIONIST - MYERS-WILKINS ES	06/06/2024
SHEVICH, ANDREA L	GRADE 1 - LAURA MACARTHUR	08/22/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SIEMSEN, MARY B	SPED RESOURCE - PIEDMONT	06/07/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, HALEY A	OSS/EAST, 40/44WKS, \$16.82/HR, PREBEG B. RESIGNED	08/19/2024
ANDERSON, SOMMER M	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$20.05/HR, KNEELAND S. RETIRED	08/28/2024
BAILEY-TURNER, JOSEPH W	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BOO B. RESIGNED	08/28/2024
CURNOW, LOUISE A	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.04/HR, PERPICH C. RESIGNED	08/26/2024
ENGBRETSON, DAVID J	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.88/HR, SOLARZ A. RESIGNED	08/26/2024
GERSICH, BRENDA K	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR	08/26/2024
HARVEY, MAXIMILIAN R	PRESCHOOL PARA/STOWE, 23/38WKS, \$20.75/HR, WILTON P.	08/26/2024
HETRICK, EMMA M	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR,	08/26/2024
HUNEKE, EMILY A	SPED PROGRAM PARA/DISTRICT WIDE, 12/38WKS, \$21.42/HR, MATTHEWS L. RESIGNED	08/26/2024
JONES, JENNIFER N	CHECK AND CONNECT PARA/LINCOLN PARK, 40/38WKS, \$26.54/HR, PAYNE L.	08/26/2024
KIRBY, ANNIKA J	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$26.40/HR, ZWAK E. RESIGNED	08/26/2024
KOEHLER, SHEILA M	ECFE PARA/PIEDMONT, 10/38WKS, \$18.46/HR,	08/26/2024
LUNDORFF, JAMES B	SPED BW PARA/CONGDON. 31.25/38WKS, \$21.35/HR, MICKELSON H. TRANSFER	08/26/2024
MILLER, KAITLYN L	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$21.62/HR,	08/26/2024
MOTZKO, LILY G	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR, BALSAVICH J. LOA	08/26/2024
OLSON, CRYSTAL F	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR	08/28/2024
PHILLIPS, CASSANDRA M	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR	08/26/2024
REINKING, AMBER L	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, \$15.68/HR,	08/28/2024
SANDERS, TERI A	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, CANFIELD-EVANSON K.	08/26/2024
SCHILLING, HELEN M	HOURLY CLERICAL/DSC, 12.5/52WKS, \$15.00/HR, HARVICK C.	08/19/2024
SMITH, ERIN M	NUTRITIONAL SERVICE ASST/DENFELD, 18.75/38WKS, \$15.68/HR	08/28/2024
TIEGEN-TRACY, ASHLEY A	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, FREESE T. RESIGNED	08/26/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	08/26/2024 06/06/2025
<u>NON-CERT PRESUMED RESIGNED</u>	<u>NON-CERT PRESUMED POSITION</u>	<u>EFFECTIVE DATES</u>
KEDROWSKI, MARK	SPED LPN PARAPROFESSIONAL	09/04/2024
SALISBURY, HANNAH	SPED BW PARAPROFESSIONAL	09/04/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BAKER, HEIDI J	CHECK & CONNECT PARA - DENFELD HS	08/30/2024
GOODSKY, TEAGUE E	CULTURAL IMMERSION PROG PARA - LOWELL ES	06/07/2024
GUIDOTTI, SHEAHAN K	SPED BW PARA - MYERS-WILKINS ES	06/07/2024
PETERSON, CHASE P	SPED ECSE PARA - LAURA MAC ES	06/07/2024
RUDOLPH LAVALIER, LOGAN I	TECH TUTOR PARA - DENFELD HS	06/07/2024
RUNNELS, ROBERT O	SPED PROG PARA SETTING III/IV - DENFELD HS	06/07/2024
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV - EAST HS	08/01/2024
SWANSON, HANNAH R	SPED BW PARA - LOWELL ES	06/07/2024
VICTOR, KASAUNDR A	CHECK & CONNECT PARA - DENFELD HS	08/07/2024
WISELEY, LAUREN E	SPED PROG PARA SETTING III/IV - LESTER PARK ES	08/01/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PACK, THERESA V	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/17/2024

Date: August 22, 2024
 To: Chapter 956- Union
 From: Charlie Cook
 Human Resources Manager
 Re: New Position- Van Driver

Responsible for operating a District Van or Car and transporting school-aged children and other authorized personnel safely and efficiently over specified routes to and from schools and various activities. Conducts pre-trip inspections; observes safety regulations and policies; enforces student discipline in the vehicle.

This is a new position at Duluth Public Schools and has a pay assignment of Pay Group 7, Step A, 38 weeks per year.

Please let me know if you are in agreement with this proposal as soon as possible, by signing below and returning to me.



 Gary Veziha, Union President

8-27-24

 Date



 Jason Ledoux, Union Secretary

8-22-24

 Date



 Human Resources

8-21-24

 Date

RECEIVED
 SEP 04 2024
 HUMAN RESOURCES

TITLE: Van Driver

Title of Immediate Supervisor: Manager of Transportation	Department: Transportation	FLSA Status: Exempt
Accountable For (Job Titles): Not Applicable		Pay Grade Assignment: Pay Group 7, Step A 38 weeks per year

General Summary or Purpose Of Job:
JOB SUMMARY: Responsible for operating a District Van or Car and transporting school-aged children and other authorized personnel safely and efficiently over specified routes to and from schools and various activities. Conducts pre-trip inspections; observes safety regulations and policies; enforces student discipline in the vehicle

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FREQUENCY
1.	Assesses incidents, complaints, accidents and/or potential emergency situations for the purpose of resolving or recommending a resolution to the situation	Daily
2.	Assists students and other passengers (e.g. seating, restraints, special equipment, etc.) for the purpose of providing safe loading and unloading from vehicles including both emergency situations and normal transport.	Daily
3.	Attends meetings, trainings, etc. for the purpose of maintaining skills and meeting District and State requirements.	Daily
4.	Communicates with parents, students, teachers, administrators, etc. for the purpose of conveying and/or receiving information.	Daily
5.	Drives school vans for the purpose of transporting regular education and/or special education students over scheduled routes and to/from school and/or field trips in a safe and timely manner.	Daily
6.	Escorts children across the street for the purpose of ensuring the safety and welfare of students.	As needed

7.	Fuels assigned vehicle (e.g. oil, water, fuel, etc.) for the purpose of maintaining vehicle in a safe operating condition.	As needed
8.	Performs other technology duties of a comparable level or type.	As needed
9.	Performs other duties of a comparable level or type	As required

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

EDUCATION/CERTIFICATION/LICENSURE:

- High School Diploma or equivalent
- Valid Minnesota driver’s license (Class D) and acceptable driving record for insurability by the District’s insurance carrier, and to meet state requirements
- Ability to pass a federally mandated drug/alcohol screen

SKILLS:

- Required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; administering first aid; and operating school buses and related equipment.

Desirable/Preferred Qualifications:

Knowledge Requirements:

Specific knowledge-based competencies required to satisfactorily perform the functions of the job include:

- Possession of, or the ability to obtain, a valid Minnesota Driver’s License. Must maintain once acquired.
- Strong knowledge of safety practices and procedures.
- Understand emergency evacuation techniques.

TITLE: Van Driver

- Administer basic first aid and / or be CPR certified if required by district.
 - Knowledge of health standards and hazards.
 - Understand state regulations and laws pertaining to the operation of school buses; and child behavior.
- Specific skill-based competencies required to satisfactorily perform the functions of the job include:
- Able to adhering to safety practices.
 - Prepare and maintain accurate records.
 - Operate equipment used in transporting special needs students.

Skill Requirements:

Specific ability-based competencies required to satisfactorily perform the functions of the job include:

- Be reliable and capable of working independently.
- Able to drive vehicle during adverse weather conditions
- Patience and firmness for dealing with children.
- Be attentive to detail.
- Display tact and courtesy, establishing and maintaining effective working relationships.
- Communicate with diverse groups.
- Able to maintain confidentiality.

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

Employee is required to:	Never	1-33% Occasionall	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit				X
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:

School van environment. Driving a vehicle to conduct work. Constant interruptions.

General Physical Conditions:

- Sitting for extended periods of time when operating a transportation vehicle.
- Bending at the waist, kneeling or crouching. Reaching, pulling and pushing to open van doors.
- Lifting moderately heavy 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		

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

<p><u>Title of Immediate Supervisor:</u> Director <u>Manager</u> of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Network Engineer <u>I, Network Engineer II</u>, System Specialist/Network, <u>System Specialist/Security, Field Support Technician, IT Security Analyst</u></p>	<p>Updated: May 23, <u>2005September 3, 2024</u></p>	<p><u>Pay Grade Assignment:</u> Executive Employees Association, <u>Pay Level 5</u></p>

General Summary or Purpose Of Job:

Responsible for the operation of the ISD 709 computer network infrastructure, including LAN/WAN, Internet, network servers, and ~~desktop support~~ system security. This responsibility includes the design, implementation of data, and maintenance of network infrastructure voice and video systems to support curriculum and administrative requirements. Supervises network technical support and security staff ~~and field support technician staff~~, and ensures that highest quality of system reliability, support and services are provided to ISD 709 employees and students. Provides assistance to ISD 709 staff with ~~desktop computer~~ network-related problems requiring expert troubleshooting and problem analysis, ensuring quality service, with an emphasis on customer satisfaction. Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues. Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy vendor billing.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p><u>Designs, implements, and Maintains and oversees</u> the operations of the District's network infrastructure systems, including <u>security, data, voice, and video cabling</u>. <u>Evaluates, analyzes Troubleshoots</u> and resolves problems within the District's <u>security, data, voice, and video network infrastructure</u> systems. Designs and implements <u>reviews</u> solutions to ensure a minimum delay and maximum support to for curriculum and administration systems <u>servng students and staff using these systems for employees</u>. <u>Assesses District technology services availability and include recommendation options for redundancy and fail over</u>.</p>	<p><u>Daily</u> <u>30%</u></p>

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

- | | | |
|----|--|---------------|
| 2. | <p>Aets as a<u>Serves as the lead</u> technology<u>ical</u> expert to assist District employees and technical support staff with complex network and <u>security segmentation problems,</u>desktop computer hardware and software problems. Handles difficult and complex network <u>and</u> desktop computer and software problems, such as <u>WAN issues, slow logins, and the inability to browse the network</u> that cannot be resolved by the <u>other departmental</u> technical support staff. <u>Develops monthly summary reports that will track network reliability that are used to identify problems and prevent system failures.</u></p> | Daily
25% |
| 3. | <p>Supervises the network technical support <u>and field support technician</u> staff, <u>by:</u> <u>Providing documentation,</u> direction, training and assistance with problems encountered <u>by staff.</u> Ensures <u>that</u> quality <u>control of systems and services,</u> with an emphasis on customer satisfaction, is provided to District employees using the network <u>infrastructure and attached devices,</u> desktop computers. Performs performance appraisals and resolves personnel problems. Coordinates personnel actions with the <u>Director-Manager</u> of Technology prior to any action being taken.</p> | Daily
15% |
| 4. | <p>Researches and maintains knowledge of current network and desktop computing<u>end-use device</u> technologies to ensure District awareness of state of the art software and hardware. <u>Will recommend changes to the Desktop with the System Specialist/Desktop.</u> <u>Assists the Director of Technology with planning and budgeting for future acquisitions and upgrades to equipment and software.</u> Assists the Director of Technology <u>Manager</u> with the development of <u>district-wide</u>District <u>Technology</u> <u>Plan, Disaster Recovery Plan (DRP), E-Rate Telecommunication Equity Aid and technology grants/-funding.</u> <u>Will be the chairperson for the District Technology Committee and will provide report of minutes for the 3-4 meeting held during the year.</u></p> | Weekly
10% |
| 5. | <p><u>Assists in the</u> r<u>Reviews,</u> tests and determines <u>if technology systems</u> whether desktop computers and network hardware/software components meet standards for quality and network <u>compatibility.</u> <u>Applies network modeling data and analysis to estimate data traffic growth for developing long-term network infrastructure planning strategies.</u> <u>Assists in</u> recommendations<u>Selects equipment</u> for purchase or to be placed on approved standards list for purchasing by the District.</p> | Monthly
5% |
| 6. | <p><u>Develops</u> Reviews and utilizes <u>software systems</u> to monitor, maintain, and identify potential issues in the design and reliability of the <u>computer-network</u> <u>infrastructure and attached system.</u></p> | Daily
5% |

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

7.	<u>Plans and Develops budgets for future acquisitions and upgrades to equipment and software, and plans to support networks systems in most cost effective means.</u> The TCO and ROI models will be used to support changes or purchase of new systems and equipment.	Daily 5%
8.	Develops technical specifications (<u>BID's</u>) and requests for proposals (RFP's). Reviews bids and proposals and makes recommendations for vendor selection.	Quarterly 5%
9.	Installs <u>Proposes and maintains District-wide classroom, network infrastructure rooms and cabling standardization for data, wireless, voice and video communications, operating system software (NOS) and hardware linking District employees and sites. This includes shared services for user file storage such as student management systems, curriculum applications, individual student accounts, and IEP's. Formulates addressing schemes and links to the network. Ensure that network infrastructure installations in rooms comply with contract specifications and cabling standards.</u>	Monthly 5%
10.	<u>Leads project management and assigns duties within the Network Infrastructure area for the department. Drives efficient communication, vendor product procurement, and project completion, minimizing reliance on external network infrastructure consulting.</u>	—Monthly 5%
11.	<u>Develops and codes custom software to automate and streamline infrastructure projects, network, phone and security workflows for day-to-day operations involving equipment configuration and individual user service additions or change requests.</u>	
12.	Prepare written monthly reports that will identify major systems and track status, failures and potential system issues.	
13.	Develop a professional development plan, including professional development not funded by District funds.	—Yearly —5%
14.	Performs other related <u>District technology</u> duties, as <u>needed/required</u> .	—Monthly —5%

TITLE: Network Architect/Administrator

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

~~Requires a minimum of a baccalaureate degree in computer science, technology information systems, management information systems or a closely related field and at least three years network administration experience in a large organization (1,000 employees or greater), preferably a school district; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.~~

- ~~• Bachelor’s degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology plus either two years of experience as a Network Engineer/Network Administrator in a company with a staffing level of 750 or larger~~
~~OR~~
- ~~• Two-year Trade/Vocational School certification/degree in Networking/Technology plus four years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger~~
~~OR~~
- ~~• Six years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger~~
~~AND~~
- ~~• Two years of supervisory experience.~~
- ~~• Training or experience supporting Cisco Network Infrastructure (telephony, switches, wireless, ISE, etc.) or the equivalent work experience in a Network Support position in a small to medium size company.~~
- ~~• Experience supporting Cisco Infrastructure (telephony, switches, wireless, ISE, etc.)~~
- ~~• Ability to transport oneself to worksites throughout the District in a timely manner.~~

Desirable Qualifications:

- ~~• Two or more of the following Cisco Certifications: CCNA Routing and Switching, CCNA Wireless, CCNP, CCNA Voice~~
- ~~• Two plus years supporting Cisco Telephony/VoIP, Cisco Emergency Responder/E911 and Cisco UCS Server/System~~
- ~~• Two plus years using Microsoft DHCP and two plus years supporting Microsoft DNS~~
- ~~• Previous experience operating and maintaining a Network Access Control System (such as Cisco ISE)~~
- ~~• Prior K12 work experience~~

Certification or Licensing Requirements (prior to job entry):

~~Have training in system that the District supports and maintains at the time of hiring.~~

Knowledge Requirements:

Requires knowledge of:

- ~~▪ Network operating systems, current Microsoft Systems and last version~~
- Comprehensive working knowledge of ~~desktop computers~~, network services and related data, voice, and video communications including LAN and WAN.

TITLE: Network Architect/Administrator

- Network operations and hardware currently supported by the District.
- Training in VoIP systems support by the District.
- Understanding of networking protocols (TCP/IP, IPv6, VLANs, routing, switching)
- Proficiency with network hardware and software
- Knowledge of network security, cloud technologies, educational technology, and wireless networking
- Educational technology standards and best practices
- Budgeting and financial management

Skill Requirements:

Skilled in:

- ~~Latest Microsoft network operating systems (NOS)~~
- ~~Latest Microsoft desktop operating systems (OS)~~
- LAN and WAN hardware/software (OS), ~~including DSU/CSU, routers, hubs,~~ switches, servers, and multi-layer devices.
- Network design and the core workings (cabling design and standard, OSI model, network protocols, and so forth).
- Identifying and resolving network issues, such as connectivity problems, slow performance, or security breaches.
- Skill in thinking critically and creatively to find solutions to complex network challenges.
- Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other department staff, contractors, and vendors.
- Supervisory skills, including planning and organizing, interpersonal sensitivity, problem solving, decision-making, flexibility and time management.
- Ability to effectively use a variety of tools, test equipment and diagnostic software, such as protocol analyzers, to assemble, evaluate and repair systems.
- Maintaining confidentiality regarding sensitive data files.
- Technical writing and documentation, including diagrams, procedures and policies.

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			√	√

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

Taste and smell	<input checked="" type="checkbox"/>			
Lift & Carry: Up to 10 lbs.		<input checked="" type="checkbox"/>		
Up to 25 lbs.		<input checked="" type="checkbox"/>		
Up to 50 lbs.		<input checked="" type="checkbox"/>		
Up to 100 lbs.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
More than 100 lbs.	<input checked="" type="checkbox"/>			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Cabling installation and inspection work is occasionally performed in wet or humid conditions, near moving mechanical parts, in high or precarious places, where fumes, airborne particles or where toxic or caustic chemicals are present. The typical noise level is considered to be moderate. Color vision is required for network monitoring.

General Physical Conditions:

Work can be generally characterized as:

Light work mostly with monthly IT equipment installation and setup.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

<u>Vision Requirements:</u> Check box if relevant	Yes	No
No special vision requirements	<input checked="" type="checkbox"/>	
Close Vision (20 in. of less)	<input checked="" type="checkbox"/>	
Distance Vision (20 ft. of more)		
Color Vision	<input checked="" type="checkbox"/>	
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

<p><u>Title of Immediate Supervisor:</u> Manager of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Network Engineer I, Network Engineer II, System Specialist/Network, System Specialist/Security, , IT Security Analyst</p>	<p>Updated: September 3, 2024</p>	<p><u>Pay Grade Assignment:</u> Executive Employees Association,</p>

General Summary or Purpose Of Job:

Responsible for the operation of the ISD 709 computer network infrastructure, including LAN/WAN, Internet, network servers, and system security. This responsibility includes the design, implementation, and maintenance of network infrastructure voice and video systems to support curriculum and administrative requirements. Supervises network technical support and security staff , and ensures that highest quality of system reliability, support and services are provided to ISD 709 employees and students. Provides assistance to ISD 709 staff with network-related problems requiring expert troubleshooting and problem analysis, ensuring quality service, with an emphasis on customer satisfaction. Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues. Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy vendor billing.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p>Designs, implements, and maintains and oversees the operations of the District’s network infrastructure systems, including security, data, voice, and video cabling. Evaluates, analyzes and resolves problems within the District’s security, network infrastructure systems. Designs and reviews solutions to ensure a minimum delay and maximum support for curriculum and administration systems serving students and staff using these systems.. Assesses District technology services availability and include recommendation options for redundancy and fail over.</p>	
2.	<p>Serves as the lead technology expert to assist District employees and technical support staff with complex network and security segmentation problems. Handles difficult and complex network problems, that cannot be resolved by other departmental technical support staff.</p>	

TITLE: Network Architect/Administrator

3. Supervises the network technical support staff, by providing documentation, direction, training and assistance with problems encountered. Ensures quality control of systems and services, with an emphasis on customer satisfaction, is provided to District employees using the network infrastructure and attached devices. Performs performance appraisals and resolves personnel problems. Coordinates personnel actions with the Manager of Technology prior to any action being taken.
4. Researches and maintains knowledge of current network and end-use device technologies to ensure District awareness of state of the art software and hardware. . Assists the Technology Manager with the development of District Technology Plan, Disaster Recovery Plan (DRP), E-Rate Telecommunication Equity Aid and technology grants/funding.
5. Reviews, tests and determines if technology systems and network hardware/software components meet standards for quality and network compatibility. Applies network modeling data and analysis to estimate data traffic growth for developing long-term network infrastructure planning strategies. Selects equipment for purchase or to be placed on approved standards list for purchasing by the District.
6. Reviews and utilizes systems to monitor, maintain, and identify potential issues in the design and reliability of the network infrastructure and attached system.
7. Plans and budgets for future acquisitions and upgrades to equipment and software.. The TCO and ROI models will be used to support changes or purchase of new systems and equipment.
8. Develops technical specifications (BID's) and requests for proposals (RFP's). Reviews bids and proposals and makes recommendations for vendor selection.
9. Proposes and maintains District-wide classroom, network infrastructure rooms and cabling standardization for data, wireless, voice and video communications. Ensure that network infrastructure installations in rooms comply with contract specifications and cabling standards.

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

10.	Leads project management and assigns duties within the Network Infrastructure area for the department. Drives efficient communication, vendor product procurement, and project completion, minimizing reliance on external network infrastructure consulting.
11.	Develops and codes custom software to automate and streamline infrastructure projects, network, phone and security workflows for day-to-day operations involving equipment configuration and individual user service additions or change requests.
12.	Prepare written monthly reports that identify major systems and track status, failures and potential system issues.
13.	Develop a professional development plan, including professional development not funded by District funds.
14.	Performs other related District technology duties, as needed/required.

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

- Bachelor’s degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology plus either two years of experience as a Network Engineer/Network Administrator in a company with a staffing level of 750 or larger
OR
- Two-year Trade/Vocational School certification/degree in Networking/Technology plus four years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger
OR
- Six years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger
AND
- Two years of supervisory experience.
- Training or experience supporting Cisco Network Infrastructure (telephony, switches, wireless, ISE, etc.) or the equivalent work experience in a Network Support position in a small to medium size company.
- Experience supporting Cisco Infrastructure (telephony, switches, wireless, ISE, etc.)
- Ability to transport oneself to worksites throughout the District in a timely manner.

Desirable Qualifications:

- Two or more of the following Cisco Certifications: CCNA Routing and Switching, CCNA Wireless, CCNP, CCNA Voice
- Two plus years supporting Cisco Telephony/VoIP, Cisco Emergency Responder/E911 and Cisco UCS Server/System
- Two plus years using Microsoft DHCP and two plus years supporting Microsoft DNS
- Previous experience operating and maintaining a Network Access Control System (such as Cisco ISE)

TITLE: Network Architect/Administrator

- Prior K12 work experience

Knowledge Requirements:
 Requires knowledge of:

-
- Comprehensive working knowledge of network services and related data, voice, and video communications including LAN and WAN.
- Network operations and hardware currently supported by the District.
- Training in VoIP systems support by the District.
- Understanding of networking protocols (TCP/IP, IPv6, VLANs, routing, switching)
- Proficiency with network hardware and software
- Knowledge of network security, cloud technologies, educational technology, and wireless networking
- Educational technology standards and best practices
- Budgeting and financial management

Skill Requirements:
 Skilled in:

- LAN and WAN hardware/software (OS), , switches, servers, and multi-layer devices.
- Network design and the core workings (cabling design and standard, OSI model, network protocols, and so forth).
- Identifying and resolving network issues, such as connectivity problems, slow performance, or security breaches.
- Skill in thinking critically and creatively to find solutions to complex network challenges.
- Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other department staff, contractors, and vendors.
- Supervisory skills, including planning and organizing, interpersonal sensitivity, problem solving, decision-making, flexibility and time management.
- Ability to effectively use a variety of tools, test equipment and diagnostic software, such as protocol analyzers, to assemble, evaluate and repair systems.
- Maintaining confidentiality regarding sensitive data.
- Technical writing and documentation, including diagrams, procedures and policies.

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

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 performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.				
General Physical Conditions:				
Work can be generally characterized as: Light work mostly with monthly IT equipment installation and setup.				

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:

**Employee Harassment Complaints Report
Fiscal Year 2023 – 2024**

Use of Harassment Complaint Form (not reported in Infinite Campus)

Complaints received in Human Resources 10

Resolved 10

(Under ten complaints not broken out)

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 10/1/2023		10/1/2023	Proposed 7/1/24
<u>COMMUNITY EDUCATION</u>			
American Indian Facilitator	Hourly	\$14.50	\$14.50
Lifeguard	Hourly	\$14.65	\$14.65
Locker Room Attendant	Hourly	\$14.50	\$14.50
Pool Director	Hourly	\$14.50	\$14.50
Puppeteer	Hourly	\$14.65	\$14.65
School-Aged/Pre-K Worker	Hourly	\$14.50	\$14.50
Site Supervisor Substitute	Hourly	\$14.50	\$14.50
Special Needs Helper	Hourly	\$14.50	\$14.50
Swim Instructor	Hourly	\$15.50	\$15.50
Temporary Building Coordinator	Hourly	\$16.50	\$16.50
<i>Youth Development Programs</i>			
Youth Service Facilitator	Hourly	\$16.50	\$16.50
Cross Age Student Helper Playground Leader Gym Supervisor Activity Leader Summer Youth Placement Coordinator	Hourly	\$14.50	\$14.50
<u>FOOD SERVICE</u>			
Cook and Head Cook Substitute	Hourly	\$15.00	\$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	\$14.00	\$15.00
Elementary/Residential Manager Substitute	Hourly	\$15.00	\$16.00
Secondary Manager Substitute	Hourly	\$15.00	\$17.00
Satellite Mgr Trainer	Hourly	\$17.00	
Retired Food Service employees are paid \$1.00/hr in addition to above rates.	Hourly		Step 3 of Food Svc CBA
<u>MAINTENANCE AND CONSTRUCTION</u>			
Lead Person for Laborers	Hourly	\$14.00	\$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	\$14.00	\$15.00
Summer AV Repair	Hourly	\$14.00	\$15.00
Summer Hourly Substitute	Hourly	\$14.00	\$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
<u>BUILDING OPERATIONS</u>			
Hourly Regular Substitute	Hourly	\$15.00	\$15.00
Substitute for Licensed People	Hourly	\$15.00	\$15.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$15.00	\$15.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
24 Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>TRANSPORTATION</u>			

Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	\$20.00	\$20.00
Bus Helper	Hourly	\$15.00	\$15.00
Field Trip	Hourly	\$15.00	\$15.00
<u>PRINT SHOP</u>			
Skilled Tradesperson	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Summer Hourly	Hourly	\$14.50	\$15.00
<u>PURCHASING (STOREROOM)</u>			
Hourly Regular Substitute	Hourly	\$14.50	\$15.00
Hourly Student	Hourly	\$14.50	\$15.00
Stock Clerk (Retired Employee)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>CLERICAL</u>			
Hourly Clerical	Hourly	\$15.00	\$16.00
Regular Substitute	Hourly	\$15.00	\$16.00
Retired/Layoff Employees	Hourly	OSS Step 1 of Clerical CBA	Step 1 of Clerical CBA
<u>PARAPROFESSIONALS</u>			
Career Center Assistant	Hourly	\$15.00	\$15.00
Career Center Coordinator	Hourly	\$15.00	\$15.00
Child Care Assistant	Hourly	\$15.00	\$15.00
Community Assistant	Hourly	\$15.00	\$15.00
Community Liaison	Hourly	\$15.00	\$15.00
Cultural Assistant (no language skills)	Hourly	\$15.00	\$15.00
Cultural Assistant (with language skills)	Hourly	\$15.00	\$15.00
Experience Center Manager	Hourly	\$15.00	\$15.00
Health Assistant	Hourly	\$15.00	\$15.00
Hearing Impaired Assistant (Signer) (Transliterators Non-Licensed)	Hourly	\$15.00	\$15.00
Indian Oriented Assistant	Hourly	\$15.00	\$15.00
Instructional Assistant (Tutor)	Hourly	\$15.00	\$15.00
Licensed Interpreter for the Deaf	Hourly	\$20.00	\$20.00
Media Assistant	Hourly	\$15.00	\$15.00
Mental Health Practitioner Sub	Hourly	\$15.00	\$15.00
Occupational Therapy Assistant	Hourly	\$15.00	\$15.00
Physical Therapist Assistant	Hourly	\$15.00	\$15.00
Special Education Assistant	Hourly	\$15.00	\$15.00
Special Education Assistant (LPN License Required)	Hourly	\$18.00	\$18.00
Special Education Assistant (RN License Required)	Hourly	\$24.00	\$24.00
Supervisory Assistant	Hourly	\$15.00	\$15.00
Technical Tutor		\$15.00	\$15.00
Graphic Artist Cultural Assistant (with language skills) RDT Asian Oriented Evaluation/Testing	Hourly	\$15.00	\$15.00
<u>MISCELLANEOUS</u>			
Accounting Intern	Hourly	\$14.50	\$15.00
Assistant Examiner	Hourly	\$14.50	\$15.00

Cafeteria/Playground Monitor	Hourly	\$15.00	\$15.00
Crossing Guard	Hourly	\$14.50	\$15.00
Deli Assistant	Hourly	\$14.50	\$15.00
Deli Operator	Hourly	\$15.00	\$15.00
Desegregation Assistant	Hourly	\$14.50	\$15.00
GED Examiner	Hourly	\$21.00	\$21.00
Headstart Nutritionist	Hourly	\$26.00	\$26.00
Help Desk Technician	Hourly	\$17.00	\$17.00
HRA Headstart Resource Aide	Hourly	\$14.50	\$15.00
Indian Adult Basic Education Assistant	Hourly	\$14.50	\$15.00
Parental Involvement Coordinator	Hourly	\$14.50	\$15.00
Systems Maintenance Technician	Hourly	\$22.54	\$22.54
Technology Intern (2 yrs college or above)	Hourly	\$16.00	\$16.00
Technology Student Intern (after 17 months)	Hourly	\$14.50	\$15.00
Technology Student Intern (ISD#709 Student)	Hourly	\$14.50	\$15.00
Work Study	Hourly	\$14.50	\$15.00
<u>SUBSTITUTE TEACHERS</u>			
All Certified Substitutes	Substitute	\$150.00	\$160.00
Certified Retired Substitutes Only	Substitute	\$155.00	\$165.00
Teacher Hourly Rate of Pay	Substitute		



**HR/BS Services Committee Monthly Fund Balance Report
September 9, 2024 Committee Meeting**

BUDGET SUMMARY

9/3/2024

Percent spent

9/3/2024

REVENUES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June				
General	01	\$ 121,707,253.72	\$ 121,707,253.72	\$ 974,068.97	\$ 88,656.79	\$ 120,644,527.96	1%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ (58,294.90)	\$ 69,112.29	\$ 5,989,182.61	-1%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 41,833.49	\$ -	\$ 6,290,357.36	1%			
Community Ed	04	\$ 8,580,500.00	\$ 8,580,500.00	\$ 22,107.58	\$ 11,857.89	\$ 8,546,534.53	0%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 12,934.15	\$ -	\$ 2,759,241.28	0%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-			
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 356,750.38	\$ -	\$ 27,710,534.62	1%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 161,631.60	\$ -	\$ 788,368.40	17%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 25.00	\$ -	\$ 276,239.00	0%			
REVENUES	TOTALS:	\$ 174,961,769.00	\$ 174,961,769.00	\$ 1,511,056.27	\$ 169,626.97	\$ 173,281,085.76	1%			

EXPENSES	24-25		24-25		24-25		24-25		24-25	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE
	FUND	Jul-24	JULY 24-25	July - June	July - June	July - June				
General	01	\$ 122,251,138.00	\$ 122,251,138.00	\$ 9,422,683.65	\$ 5,362,963.73	\$ 107,465,490.62	12%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 275,125.44	\$ 2,805,858.93	\$ 2,975,013.63	51%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 367,052.11	\$ 505,144.50	\$ 5,911,602.39	13%			
Community Ed	04	\$ 7,826,159.00	\$ 7,826,159.00	\$ 420,508.04	\$ 77,430.60	\$ 7,328,220.36	6%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,720,958.43	\$ 1,687,657.24	\$ 488,372.87	\$ 4,544,928.32	32%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 10,101.16	\$ 1,360.31	\$ 981,970.10	1%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,808,693.10	\$ -	\$ 25,584,836.90	7%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 245,914.90	\$ -	\$ 683,649.10	26%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 16,964.93	\$ 29,809.68	\$ 333,218.39	12%			
EXPENSES	TOTALS	\$ 179,598,304.00	\$ 179,598,304.00	\$ 14,254,700.57	\$ 9,270,940.62	\$ 156,072,662.81	13%			

**Fundraisers Reported
August 2024**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Football	\$10,000.00	Gold Cards (coupon card)
East HS	Football	\$20,000.00	Coupon Codes
East HS	Girls Soccer	\$12,000.00	Call-a-Thon
East HS	Volleyball	\$5,000.00	Adrenaline Hour-A-Thon https://adrenalinefundraising.com/
East HS	Girls Soccer	\$10,000.00	Call-a-Thon
Homecroft ES	Homecroft Student Activities	\$30,000.00	Fun Run through Boosterthon
Lakewood ES	5 th Grade Class	\$1,500.00	Calendar Sales
Stowe ES	School wide continuous Wolf Ridge fund	\$800.00	Selling beef sticks

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
 709 Portia Johnson Drive
 Duluth, Minnesota 55811
 218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Finance & Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP-329 B/W PRINT SHOP COPIER SERVICE
Date: September 6, 2024

Two vendors were invited to submit their proposal to RFP #329 for B/W Print Shop Copier Service.

Both vendors responded meeting required specification with modifications that were taken into consideration.

VENDOR

GREAT LAKES OFFICE SOLUTIONS	\$3,910.00 P/M
MARCO	\$4,470.00 P/M

Terry McEwen, Print Shop Coordinator, Cathy Holman and Zachary DeCaro of the Purchasing Department were present with one representative from Great Lakes Office Solutions when the two RFP's were opened. analyzed the RFP for accuracy and fulfillment.

Terry McEwen, Print Shop Coordinator, analyzed the RFP for accuracy and fulfillment and recommends accepting GREAT LAKES OFFICE SOLUTION'S proposal meeting specifications as submitted.

Fund: 01 E 012 110 000 370 130

Program: Print Shop

Fund Custodian: Terry McEwen/Print Shop

Jill Lofald, Board Chair

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

**RFP-329
B/W PRINT SHOP COPIER SERVICE
CONTRACT**

DUE: September 4, 2024 - 2:00 P.M.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS PAGE

1 OF 4

I. PROPOSAL INSTRUCTIONS**A. DEADLINE FOR RECEIPT OF PROPOSAL**

1. Sealed proposals must be received at the Independent School District No. 709, 709 Portia Johnson Drive, Room 211 - Purchasing Office, Duluth, Minnesota 55811 no later than Wednesday, September 4, 2024 at 2:00 P.M. All proposals must be clearly marked: **"RFP-329 B/W PRINT SHOP COPIER SERVICE CONTRACT"**.

B. RIGHTS

1. Independent School District No. 709 (known hereafter as ISD 709) reserves the right to waive informalities, to reject any or all proposals, and to make decisions in the best interest of the school district.
2. ISD 709 reserves the right to negotiate any or all portions of the contract.
3. Each proposal will be reviewed as to how it best meets the specifications and the best interests of ISD 709. Areas for review, in addition to cost, include: range of available technical services, depth and experience of personnel, and experience in providing copier services to school districts.

C. INTERPRETATION OF SPECIFICATIONS

Any questions regarding these specifications should be referred to Cathy Holman, Purchasing Coordinator, ISD 709, 709 Portia Johnson Drive, Room 211, Duluth, MN. 55811. Phone: 218-336-8738.

D. RFP REQUIREMENTS

1. Vendor must submit the attached Form of Proposal, using the exact form provided or a copy thereof.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS PAGE

2 OF 4

2. Vendor must submit a resume of their firm including a brief history of the firm, and a description of the firm's experience in providing on-site copier service for educational clients.

II. THE VENDOR RESPONDING TO THIS REQUEST FOR PROPOSAL SHALL:

1. Supply all data requested on the Form of Proposal provided by ISD 709.
2. Be prepared to start service on Oct 1, 2024, if awarded this contract.
3. **Respond on the provided forms. Failure to complete ISD 709's Form of Proposal response sheets will disqualify your firm from consideration.**
4. Include supplementary information in their own format as needed to explain the capabilities and history of the company.
5. **Provide contract pricing per copy that includes all parts, staples, labor, travel and toner supplies for all machines. Parts and toner shall meet or exceed OEM specifications.**
6. Have an adequate number of sufficiently trained technicians to service Konica Minolta equipment per the number of copiers listed on the Form of Proposal.
7. Maintain all copiers considered part of this contract in a fully usable fashion as expected by ISD 709 staff.

III. BONDS

1. A bid bond and a performance bond are not requested.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS

PAGE 3 OF 4

IV. CONTRACT PROVISIONS

A. DURATION OF THE CONTRACT

The contract provisions shall be for a four (4) year period, commencing October 1, 2024 through June 30, 2028 with annual renewals by mutual agreement. (Each year is defined as July 1st through June 30th of the following year.) As approved by the school board on September 17, 2024.

ISD 709 reserves the right to renew and negotiate the contract for four (4) one (1) year terms. Should the parties not agree to the rates for the additional years of the contract, then this contract shall terminate at the end of the last agreed upon contract period. (Rate increases are limited to the Consumer Price Index, Midwest Region.)

B. SCOPE

This contract will cover all copiers listed on the Request for Proposal and any copiers added during the course of the contract period. Copiers may also be removed at any time during the contract period at no penalty or cost to ISD 709.

C. COMPENSATION

ISD 709 shall pay the cost of copier services according to the rate schedule listed. Payments will be made on a monthly basis or on an agreed payment schedule. Billing invoices will be arranged to best serve ISD 709's needs and will indicate the charges of each site by actual usage figures.

D. TERMINATION

This contract may be terminated at any time by ISD 709 for nonperformance, or failure to provide the copier services as outlined in this contract. Termination of this contract may be implemented by ISD 709 with a thirty (30) day written notice to the awarded vendor.

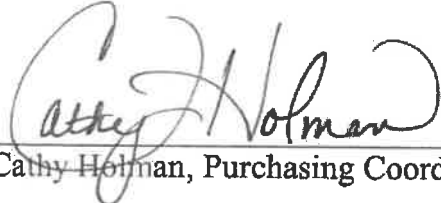
INDEPENDENT SCHOOL DISTRICT NO. 709
RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT
SPECIFICATIONS
PAGE 4 OF 4

E. INSURANCE REQUIREMENTS

The vendor shall carry insurance as outlined, and for the amounts listed on the attached sheet, "Supplementary Conditions & Insurance Requirements for Independent Contractors". Prior to the commencement of work, the vendor shall provide ISD 709 with Certificates of Insurance. ISD 709 shall be listed on the insurance policy to receive a "Notice of Cancellation", directly from the insurance agent should that event occur. This includes naming ISD 709 as "additional insured".

F. AWARD CRITERIA BASED UPON, BUT NOT LIMITED TO:

1. Cost per copy
2. Response time capabilities
3. Technicians' experience
4. Past vendor experience with ISD 709
5. Past vendor service experience with Konica Minolta copiers of comparable models to what is owned by ISD 709
6. Ability to provide parts and toner that meet or exceed OEM specifications



Cathy Holman, Purchasing Coordinator

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 1 OF 5

NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

EQUIPMENT

- 1) **Konica Minolta New Accurio Press 7120 Series**
W/ GBC Punch PK-525
W/ Staple Finisher SD-510

- 1) **Konica Minolta New Accurio Press 7120 Series**
W/Saddle Finisher SD-513F
W/Punch Kit PK-525
W Folding Unit FD-504

- 2) **Konica Minolta New Accurio Press 7120 Series**
W/Staple Finisher SD-510

Total (4) Konica Minolta 7120 Series Copiers with an estimated annual total volume of 8.8 MM copies/prints per year.

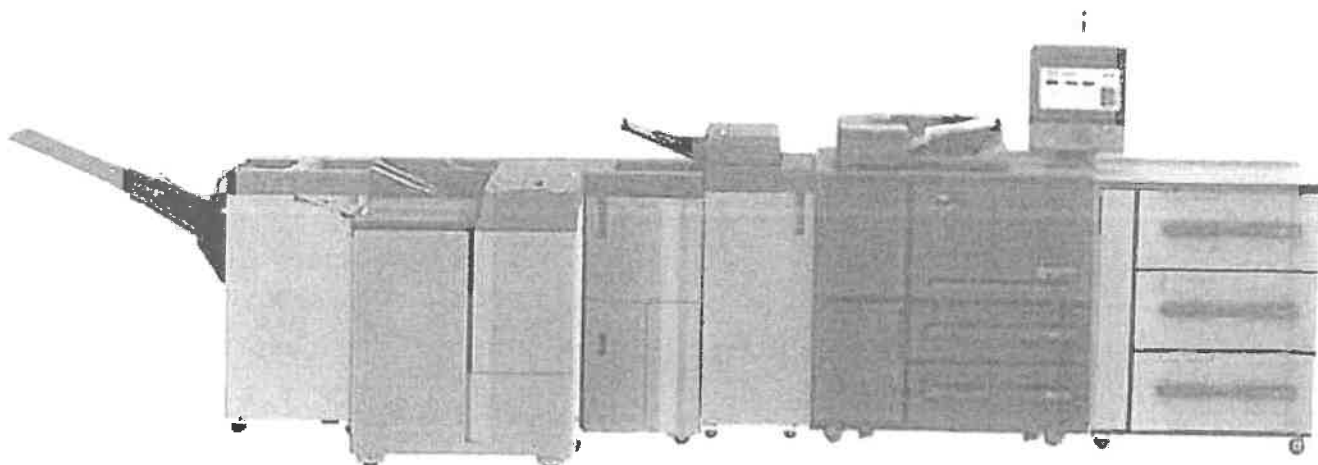
Proposed cost/per copy _____ X 8.8 Million copies estimated annual usage \$ _____



WIDTH
202.36 inches

DEPTH
56.34 inches


HEIGHT
57.48 inches



1 x NEMA L6 - 30R  3 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.76 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

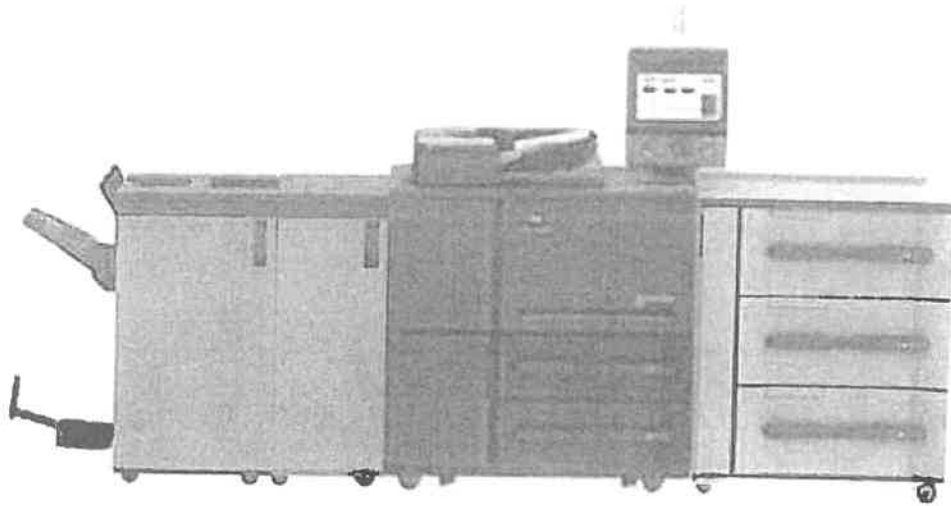
Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Folding Unit - FD-504	A65VWY1	1
Staple Finisher - FS-541	AAUUWY1	1	Saddle Stitcher - SD-513/F	A729WY1	1
Saddle Stitcher - SD-513	A65UWY2	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
Relay Unit - RU-518m	A9CEWY2	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1



WIDTH
129.72 Inches

DEPTH
35.83 Inches


HEIGHT
57.48 Inches



1 x NEMA L6 - 30R  1 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.76 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

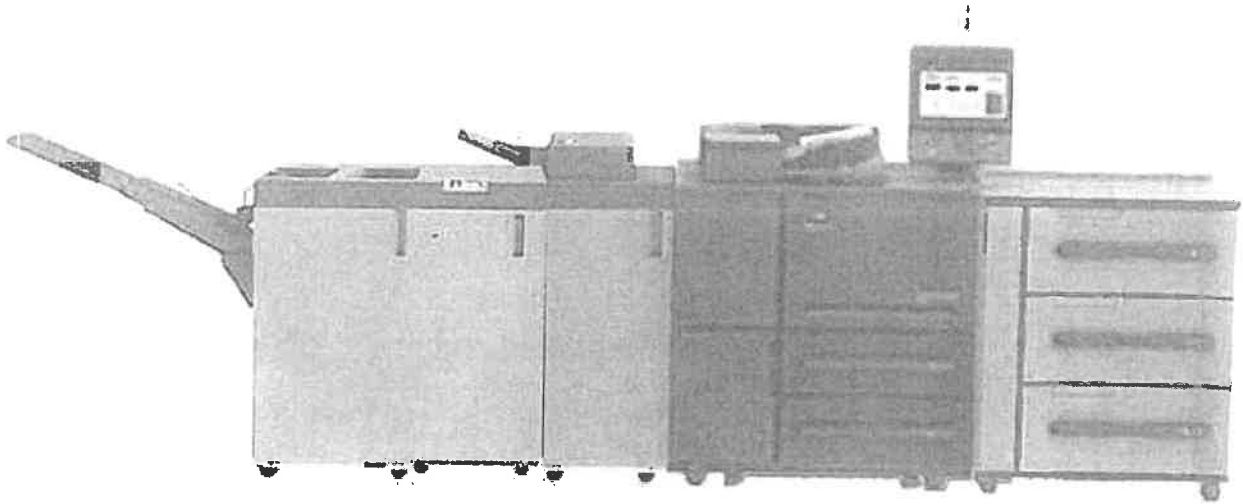
Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Saddle Stitch Kit - SD-510	A4F4WY1	1
Staple Finisher - FS-532m	A4F3WY6	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
Relay Unit - RU-510	A4FCWY2	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1



WIDTH
171 inches

DEPTH
35.83 inches


HEIGHT
57.48 inches



1 x NEMA L6 - 30R  3 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.78 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Mount Kit for 3rd Party Options - MK-737	A6H9WY2	2
Staple Finisher - FS-541	AAUUWY1	1	DIE, CombBind, 19/21H HD	7714919	1
Relay Unit - RU-518m	A9CEWY2	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
GBC PUNCH G3	WSM7724400	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 2 OF 5

A. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request for Proposal. These figures represent the current agreement's approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 3 OF 5

B. SUPPLEMENTAL DATA

- 1. Names of other school districts and information relative to copier services your company provides at present:

<u>Name of School District:</u>	<u>No. of School Years:</u>	<u>No. of Employees:</u>	<u>No. of Copiers:</u>

- 2. Number of personnel employed by your company:

Sales:

Service Techs:

Office Personnel:

Total Personnel:

- 3. The person(s) in your company who will ensure compliance with the provisions of the contract:

_____ (Name/Title)

_____ (Name/Title)

40 VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709
RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT
FORM OF PROPOSAL
PAGE 4 OF 5

4. Additional information, which will clarify or further explain your proposal:

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709
 RFP-329
 B/W PRINT SHOP COPIER SERVICE CONTRACT
FORM OF PROPOSAL
PAGE 5 OF 5

** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy__ proposal. restricts __ does not restrict me, or the firm from submitting a request for

If this policy restricts you from bidding, please explain: _____

The undersigned, having carefully examined the specifications for Copier Service Contract, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with the specifications as per the attached.

VENDOR : _____

AUTHORIZED BY

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ - _____



CCO #001
237

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - ISD #709- Duluth Public Schools-DNT Building
Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #001: CO #1 - Demo Reconciliation

CONTRACT COMPANY:	Donald Holm Construction 3211 W 3rd St Duluth, Minnesota 55806	CONTRACT FOR:	SC-S23075-001:RFP #318 Demolition Services
DATE CREATED:	8/19/2024	CREATED BY:	Justin Maaninga (ICS - Park Rapids, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	08/19/2024
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$69,699.36)

DESCRIPTION:
CE #001 - Demo Reconciliation
This change order reflects the demolition work not completed within the original contract. All demo work succeeding this contract is being billed directly to the customer, Duluth Public Schools.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.01 - Demo Pkg - Donald Holm Const.	Demolition Reconciliation	Other	(\$69,699.36)
Subtotal:				(\$69,699.36)
Grand Total:				(\$69,699.36)

The original (Contract Sum)	\$ 138,128.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 138,128.00
The contract sum will be decreased by this Change Order in the amount of	(\$69,699.36)
The new contract sum including this Change Order will be	\$ 68,428.64
The contract time will not be changed by this Change Order by 0 days	

Donald Holm Construction
3211 W 3rd St
Duluth Minnesota 55806

ICS - Park Rapids, MN
104 Park Avenue North, Suite 201
Park Rapids Minnesota 56470

Duluth Public Schools ISD #709
4316 Rice Lake Road
Duluth Minnesota 55811

Signed by:

SIGNATURE 3FF4E5... DATE 8/20/2024

DocuSigned by:

SIGNATURE DD4BB... DATE 8/19/2024

Signed by:

SIGNATURE B545E... DATE 8/20/2024

CHANGE ORDER

Project Name:	INDEPENDENT SCHOOL DISTRICT 709-2024.05-Switch Config/Label	Project Manager:
Customer Name:	Duluth Independent School District No. 709 (MN)	Staci Retzlaff 608-216-4029 staci.retzlaff@cdw.com
CDW Affiliate:	CDW Government, LLC	
Drafted By:	Staci Retzlaff	
Effective Date:	August 12, 2024	Requesting Party:
Contract#/Change ID:	129570 - 01	CDW

This change order (“**Change Order**” or “**CO**”) is made and entered into this August 12, 2024 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”), and amends that certain INDEPENDENT SCHOOL DISTRICT 709-2024.05-Switch Config/Label Statement of Work made effective May 31, 2024

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$8,400.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 40 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer – Per Hour	\$210.00	40	\$ 8,400.00
Estimated Totals		40.00	\$ 8,400.00

Budget Code: 01 E 012 108 000 305 000

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment. In the event a Master Services Agreement (MSA) is in place, the terms of the MSA take precedence.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Government, LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Duluth Independent School District No. 709 (MN)

By: Simone Zunic
signature

Name: Simone Zunic

Title: Exec. Dir. Business Services

Date: 9/5/24

The following Manager has given approval:

September 10, 2024

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Victor Gonzales	Duluth Public Schools	5/27/2004

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

August 21, 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>
Jack Penn-Hogen	Duluth Public Schools	8/13/2024

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 14, 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>
Ian Loupe	Duluth Public Schools	8/14/2024
James Smith	Duluth Public Schools	8/14/2024
David Rutka	Duluth Public Schools	8/15/2024
Ava Fischer	Duluth Public Schools	8/15/2024

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 20, 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>
Emma Lightfeather	Duluth Public Schools	8/20/2024

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

Nathan Glockle
ALC/AEO Principal

Kathleen Wilson
Area Learning Center

420 COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS

I. PURPOSE

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone.

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

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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.

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Replacing: Policies 4055, 4065 & 5130
 First Reading: 08.20.2024
 Second Reading: 09.05.2024
 Adopted:

420 ~~STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS~~

I. PURPOSE

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone. ~~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.~~

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A. Students

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B. Employees

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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.

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First Reading: 08.20.2024
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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.

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~~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~~

~~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~~

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

First Reading: 08.20.2024
 Second Reading: 09.05.2024
 Adopted:

Adopted: _____

MSBA/MASA Model Policy 403

Orig. 1995

Revised: _____

Rev. 2022

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Cross References: None

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and used to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at a level deemed acceptable by local and state standards shall be promoted to the next grade level each year.

B. Retention

Students who do not achieve at a level deemed acceptable by local and state standards shall be retained at the current grade level, when professional staff and parents feel that it is in the best interest of the student. Scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors as well as attendance and age shall be considered.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating comprehensive achievement and civic readiness.
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:
 - a. assess a student’s readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Program) Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

Adopted: 05-16-2017
Revised: 04-17-2018 ISD 709
 Reviewed: 04-25-2023
 Reviewed: 09-19-2023
 Revised: 09-05-2024
 Adopted:

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Revised: 04-17-2018 ISD 709
 Reviewed: 04-25-2023
 Reviewed: 09-19-2023
 Revised: 09-05-2024

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, September 5, 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) Supporting Every Student

a. District Accountability

2

2) Improving Systems

a. School Emergency Management Updates

28

B. Budget Update

C. Other

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: Thursday, September

Topic: Supporting Every Students: District Accountability

Presenter(s): Brenda Spartz

Attachment (yes): Presentation

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

Annual review of District Accountability measures

- Background Information
- Review Data
- 2024/2025 District Goals

This Requires School Board Approval ___ Yes _X_ No

Duluth Public Schools Committee of the Whole

Supporting Every Student: Accountability

September 5, 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.

Background

District Assessment Plan



Minnesota Department of Education

280

MDE

Calendar of district assessments posted on website at least one week prior to assessments being administered (no later than October 1st)

- [Assessment Website](#)
- [2024-2025 District Testing Calendar](#)

Limits on total testing time for taking locally adopted district-wide and state assessments:

- **Grades 1-6:** not to exceed 10 hours per school year
- 86 ● **Grades 7-12:** not to exceed 11 hours per school year



Reading to **E**nsure **A**cademic **D**evelopment Act

281

READ Act requires mandatory screening of every child in K, 1st, 2nd, and 3rd grades using an approved screening tool.

- **FastBridge**

- Approved screening tool
- Duluth already uses this assessment

- **3 Times per Year**

- Within the first and last six weeks of school

- **Measure Foundational Reading Skills**

- Phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia

- **Data Submitted to MDE**

- Through READ Act Local Literacy Plan
- Due annually by June 15



Background

North Star Accountability



North Star Accountability

Overarchingly...

Minnesota North Star system designed to fulfill requirements of federal **Every Student Succeeds Act** (ESSA), which was signed into law December 2015

Identification

- Identification occurs every 3 years
 - 2024/2025: year 3 in current cycle
 - Next identification - August 2025
- Identify individual schools and districts for support and/or recognition
- Both overall performance and performance of specific student groups are considered



As a side note...

- *North Star Accountability* uses different (more complicated) calculations for reporting data. Hence, data accessed through any category with “North Star” cited on [MDE Report Card](#) will not equal the basic data reported in this presentation due to the different components included in calculations.

North Star Accountability

3 Stages to the Identification Process

- **Stage 1**
 - Math Achievement
 - Reading Achievement
 - Progress Toward English Language (EL) Proficiency
- **Stage 2**
 - Math Progress (elem/middle schools)
 - Reading Progress (elem/middle schools)
 - 4 & 7 year grad rates (high schools)
 - All 4 of indicators for district identification
- **Stage 3**
 - Consistent Attendance



2 Types of Support for Schools

- **Comprehensive Support**
 - Ongoing onsite technical assistance coordinated with school's district
- **Targeted Support**
 - Most support from school district; some provided by Regional Center of Excellence (RCE)

North Star Accountability: Identification

Schools Receiving Comprehensive Support / Reason(s) for Identification	
Laura MacArthur Elementary	Lowest 5% of Title I schools based on Stages 1-4
Myers-Wilkins Elementary	Student group performing similarly to the lowest 5% of Title I schools for two identification cycles
Piedmont Elementary	Student group performing similarly to the lowest 5% of Title I schools for two identification cycles
Duluth Area Learning Center	Four-year graduation rate below 67%

North Star Accountability: Identification

Schools Receiving Targeted Support / Reason for Identification	
Lowell Elementary	Student group performing similarly to the lowest 5% of Title I schools based on Stages 1-4
Myers-Wilkins Elementary	Student group performing similarly to the lowest 5% of Title I schools based on Stages 1-4
Academic Excellence Online	Student group performing similarly to the lowest 5% of Title I schools based on Stages 1-4
Stowe and Congdon were previously identified and did not meet exit criteria. They will receive continued support.	

Data



Balanced Assessment System

Fast
Bridge

MCA

38

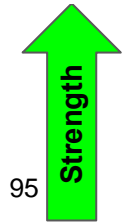
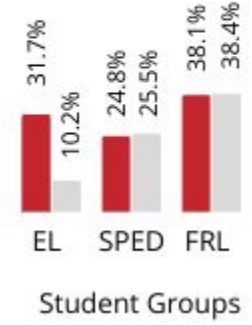
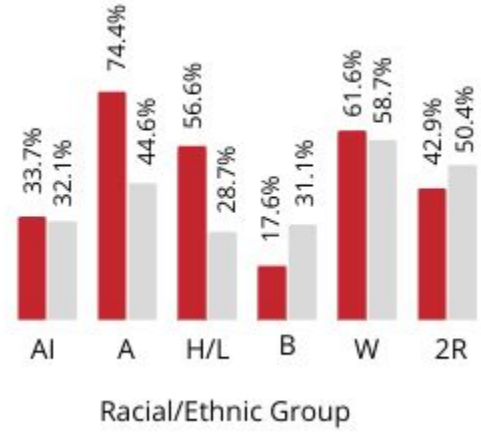
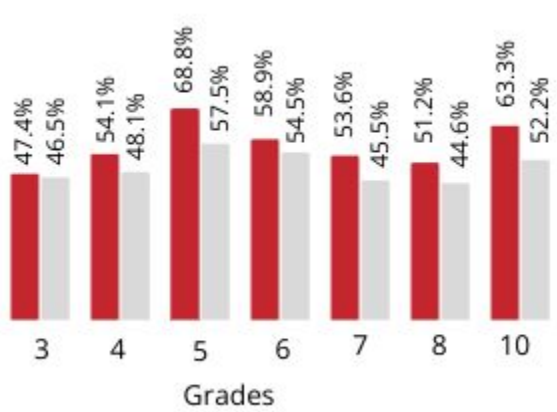
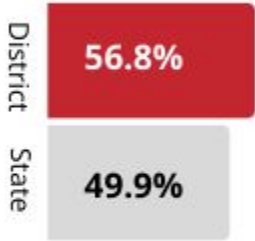
	Formative Assessments	Formal Classroom Assessments	Diagnostic Intervention Assessments	Interim Benchmark and Screening Assessments	External Summative Assessments
	Classroom		District or School		State
Purpose	<ul style="list-style-type: none"> Assesses learning during lessons to guide next steps in instruction 	<ul style="list-style-type: none"> Assesses retained learning across related lessons 	<ul style="list-style-type: none"> Diagnoses strengths and/or areas for growth 	<ul style="list-style-type: none"> Identifies skill gaps and offers recommendations for instruction and intervention 	<ul style="list-style-type: none"> Evaluates implementation of state standards
Description	<ul style="list-style-type: none"> Provides evidence of learning as it is developing Useful to educators and students to inform next steps in learning 	<ul style="list-style-type: none"> Provides evidence of retained learning across related lessons Most useful to educators and students to adjust learning and instruction 	<ul style="list-style-type: none"> Provides evidence of student strengths and needs in specific skill areas to inform instructional supports Most useful to educators to inform targeted instruction and intervention in specific skill areas 	<ul style="list-style-type: none"> Provides one piece of data used to identify students who may benefit from additional support Most useful to groups of teachers school leaders for measuring progress and longer-term planning 	<ul style="list-style-type: none"> Provides summarized evidence of retained learning of the standards Most useful to school and district leaders to evaluate curriculum and programs
How Often	<ul style="list-style-type: none"> Ongoing, during learning 	<ul style="list-style-type: none"> Weekly, monthly 	<ul style="list-style-type: none"> As needed 	<ul style="list-style-type: none"> 2-3 times per year 	<ul style="list-style-type: none"> Once per year
Examples	<ul style="list-style-type: none"> Exit tickets, class polls 	<ul style="list-style-type: none"> End of unit assessments, quizzes, performance tasks 	<ul style="list-style-type: none"> FASTBridge PRESS Bridges 	<ul style="list-style-type: none"> FASTBridge Desired Results Developmental Profile 	<ul style="list-style-type: none"> MCA, MTAS ACCESS

34

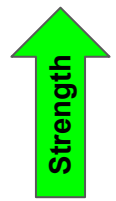
14

2024 Math MCA

Reading

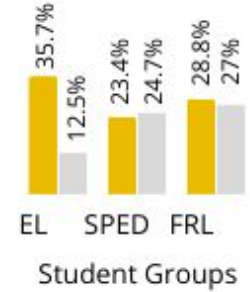
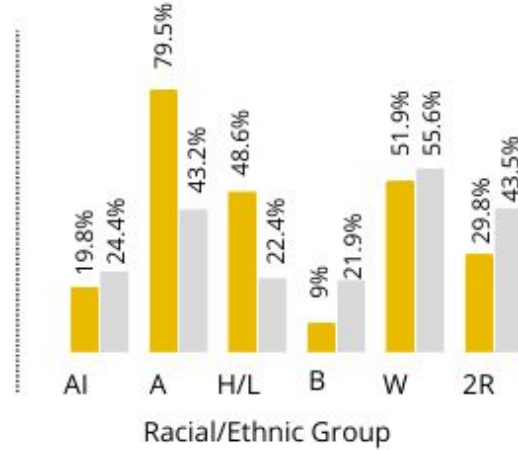
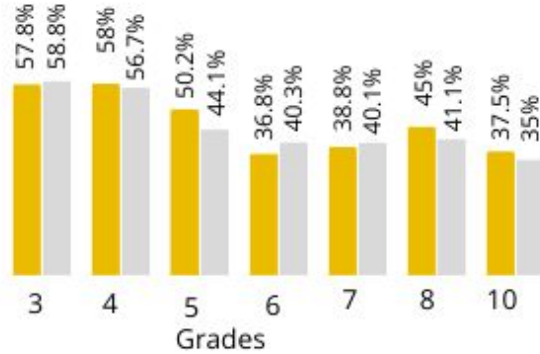
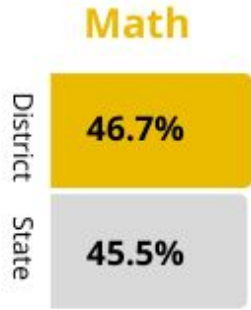


95



KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

2024 Math MCA



96 **Strength**

Strength

Challenge

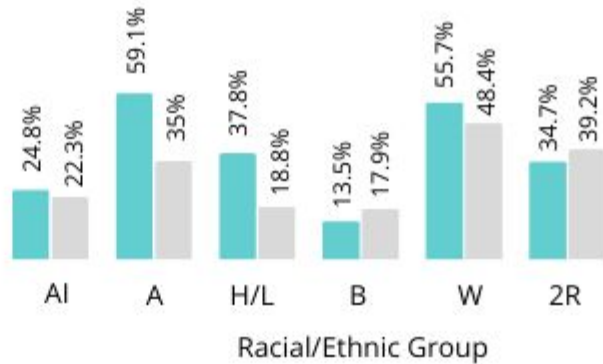
Challenge

Challenge

KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

2024 Science MCA

Science



97
Strength

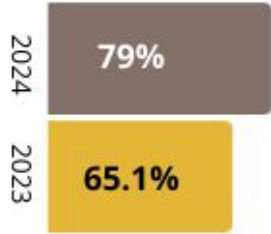
Strength

Challenge

KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

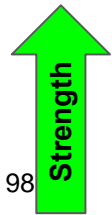
2024 Consistent Attendance: North Star Acct

Consistent Attendance (Students attend 90% or more of the time enrolled)

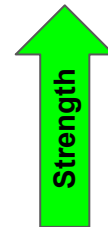
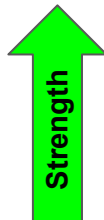


Racial/Ethnic Group

Student Groups



98



18

KEY: AI - American Indian, A - Asian, H/L - Hispanic or Latino, B - Black, W - White, 2R - 2 or More Races, EL - English Learner, FRL - Free/reduced price meals, SPED - Special Education

FastBridge: Kindergarten

Kindergarten					
Fast Bridge Early Reading Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	5 Yr Avg	
Post-COVID	Fall	2023	54.8%	-8.4%	-7.1%
	Spring	2024	46.4%		
	Fall	2022	50.1%	-12.3%	
	Spring	2023	37.8%		
	Fall	2021	47.3%	-13.2%	
	Spring	2022	34.1%		
Pre-COVID	Fall	2018	38.6%	3.5%	
	Spring	2019	42.1%		
	Fall	2017	41.4%	-5.3%	
	Spring	2018	36.1%		
Avg Incoming (Fall) Kinder			46.4%	-7.1%	
Avg Outgoing (Spring) Kinder			39.3%		

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

99

293

Kindergarten					
Fast Bridge Early Math Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	3 Yr Avg	
Post-COVID	Fall	2023	70.7%	-7.8%	-1.8%
	Spring	2024	62.9%		
	Fall	2022	66.0%	1.0%	
	Spring	2023	67.0%		
	Fall	2021	65.5%	1.5%	
	Spring	2022	67.0%		
Pre-COVID	Fall	2018	--%	---%	
	Spring	2019	---%		
	Fall	2017	--%		
	Spring	2018	---%		
Avg Incoming (Fall) Kinder			67.4%	-1.8%	
Avg Outgoing (Spring) Kinder			65.6%		

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

19

FastBridge: 1st Grade

1st Grade					
Fast Bridge Early Reading Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	5 Yr Avg	
Post-COVID	Fall	2023	33.6%	12.8%	13.1%
	Spring	2024	46.4%		
	Fall	2022	33.6%	14.0%	
	Spring	2023	47.6%		
	Fall	2021	29.3%	11.5%	
	Spring	2022	40.8%		
Pre-COVID	Fall	2018	31.8%	12.5%	
	Spring	2019	44.3%		
	Fall	2017	38.9%	14.8%	
	Spring	2018	53.7%		
Avg Incoming (Fall) 1st Grade			33.4%	13.1%	
Avg Outgoing (Spring) 1st Grade			46.6%		

**Percentage of students meeting at "no risk" per established benchmarks (proficient)

100

1st Grade					
Fast Bridge Early Math Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
F / S	Yr	% "Low Risk"	Growth	3 Yr Avg	
Post-COVID	Fall	2023	62.5%	1.1%	3.0%
	Spring	2024	63.6%		
	Fall	2022	67.0%	0.0%	
	Spring	2023	67.0%		
	Fall	2021	63.0%	8.0%	
	Spring	2022	71.0%		
Pre-COVID	Fall	2018	--%	---	
	Spring	2019	---		
	Fall	2017	--%		
	Spring	2018	---		
Avg Incoming (Fall) 1st Grade			64.2%	3.0%	
Avg Outgoing (Spring) 1st Grade			67.2%		

**Percentage of students meeting at "no risk" per established benchmarks (proficient)

294

20

FastBridge: 2nd Grade

2nd Grade					
Fast Bridge aReading Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
	F / S	Yr	% "Low Risk"	Growth	5 Yr Avg
Post-COVID	Fall	2023	43.7%	5.7%	5.5%
	Spring	2024	49.4%		
	Fall	2022	48.0%	10.0%	
	Spring	2023	58.0%		
	Fall	2021	45.0%	12.0%	
	Spring	2022	57.0%		
Pre-COVID	Fall	2018	66.0%	-10.0%	
	Spring	2019	56.0%		
	Fall	2017	59.0%	10.0%	
	Spring	2018	69.0%		
Avg Incoming (Fall) 2nd Grade				52.3%	5.5%
Avg Outgoing (Spring) 2nd Grade				57.9%	

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

2nd Grade					
Fast Bridge aMath Screening Assessment					
Fall to Spring: % of Students at "Low Risk"					
	F / S	Yr	% "Low Risk"	Growth	5 Yr Avg
Post-COVID	Fall	2023	61.3%	2.3%	2.6%
	Spring	2024	63.6%		
	Fall	2022	62.2%	0.6%	
	Spring	2023	62.8%		
	Fall	2021	59.2%	2.4%	
	Spring	2022	61.6%		
Pre-COVID	Fall	2018	67.9%	-1.1%	
	Spring	2019	66.8%		
	Fall	2017	69.2%	8.7%	
	Spring	2018	77.9%		
Avg Incoming (Fall) 2nd Grade				64.0%	2.6%
Avg Outgoing (Spring) 2nd Grade				66.5%	

**Percentage of students meeting at "no risk" or above per established benchmarks (proficient)

District Goal(s)



Goal Setting

Through a labor management process, the District and DFT holds an annual QSC meeting to determine district goals.

- **Meeting was held August 22, 2024**
 - Reviewed TDE Plan
 - Reflection on 2023/2024 goal and results
 - Reviewed data from last year
 - Discussed and set goals for 2024/2025

Teacher Development & Evaluation Plan (TDE)

298

Through joint agreement, Duluth Public Schools and Duluth Federation of Teachers (DFT) collaboratively developed an annual teacher evaluation process, which includes a goal setting process. *Please see statutory language below along with a link to the Approved TDE Plan:*

Student Learning and Achievement – Measures of Student Growth

(“The 35%”)

Statutory Language

- The teacher evaluation process must use data from valid and reliable assessments aligned to state and local academic standards and must use state and local measures of student growth that may include value-added models or student learning goals to determine 35 percent of teacher evaluation results.

104

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[Duluth/DFT Approved TDE Plan](#)

Goal Setting: Reflection on 2023/2024 Goal

2023-24 District Goal: By Spring 2024, reading proficiency for the student groups Black and Special Education will increase, as measured by all accountability assessments (MCA+ MTAS, All Students Tested). For the purpose of TDE, the results will be scored using the rubric below and will be reviewed at the August 2024 QSC Meeting.

Reading Proficiency		2018-2019	2020-2021	2021-2022	2022-2023	2023-2024	Difference
Black or African American	District	23.5	22.1	23.5	16.7	17.6	+ 0.9
	State	34.7	30.7	30.7	30.5	31.1	+ 0.6
Special Education	District	24.6	24.0	24.0	24.0	24.8	+ 0.8
	State	29.8	25.8	25.7	25.6	25.5	- 0.1

2024/2025 District Goals

300

2024-25 District Goal: QSC August 22, 2024

Duluth Public School will make incremental progress towards the READ Act goal of every MN child reading at or above grade level every year beginning in Kindergarten as measured by leveled indicators (FastBridge, MCAs, DRDP, Graduation rates).

***Fall 2024, each teacher will align themselves with the most appropriate leveled indicator below and document it in Frontline; Goal Setting Form; Beginning of Year; District Goal. The District Goal above and the chosen indicator (from below) should both be documented. For the end of year reflection and rating, each teacher will use the rating aligned with their chosen indicator (below for their documentation. Ratings for each indicator will be shared by the District at the end of the school year.*



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2024/2025 District Goal with Leveled Indicators

301

Leveled Indicators:

Literacy Readiness for Kindergarten

- Pre-school

Kindergarten

- FastBridge earlyReading fall 2024 to spring 2025 growth

Primary Elementary

- 1st & 2nd Grades
- FastBridge earlyReading fall 2024 to spring 2025 growth

Intermediate Elementary

- 3rd, 4th, & 5th Grades
- MCA Reading - percent of students proficient - 2024 to 2025 growth

Middle School

- 3rd, 4th, & 5th Grades
- MCA Reading - percent of students proficient - 2024 to 2025 growth

High School

- 10th Grade
- MCA Reading - percent of students proficient - 2024 to 2025 growth

107

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COW Agenda Cover Sheet

Meeting Date: 9/5/2024

Topic: School Emergency Management Updates

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 refresh of the ISD709 emergency management procedures and transition to the I Love U Guys Foundation Standard Response Protocol and Standard Reunification Method.

This Requires School Board Approval Yes No (informational only)

Updates to Emergency Operations Plan

Lexie Neff, CSP

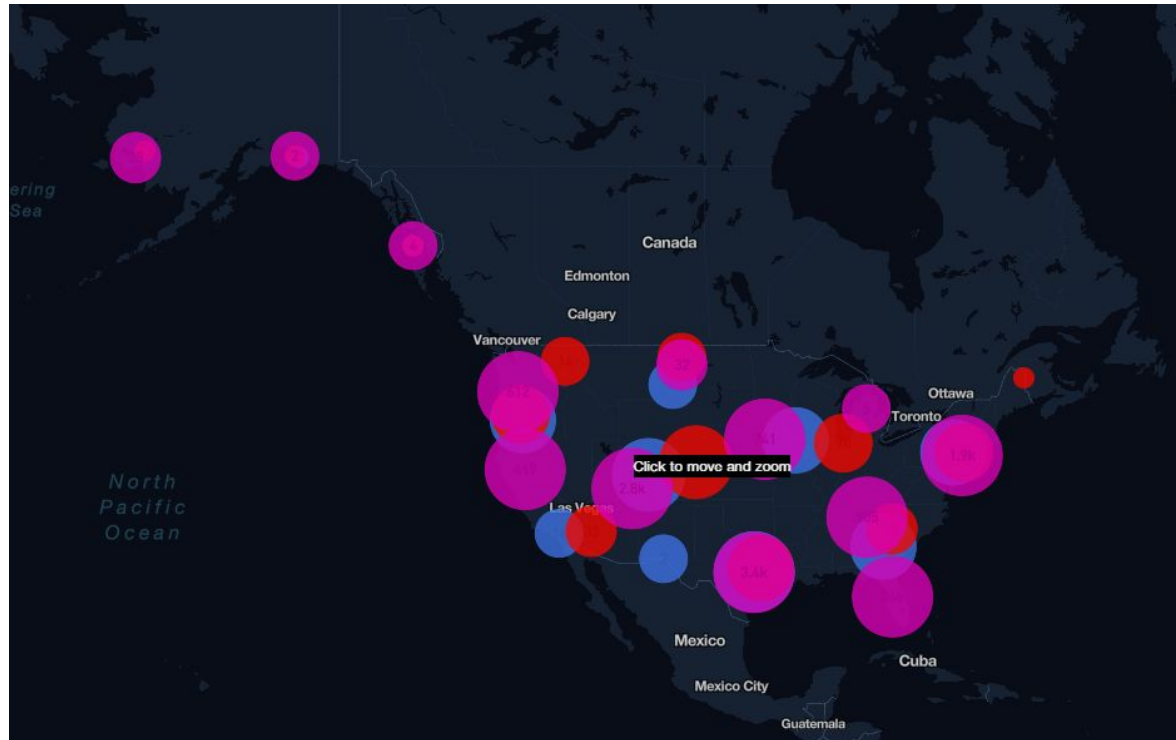
What's new this year?

304

- Officially moved to the I Love U Guys Foundation Standard Response Protocol and Standard Reunification Method
 - These were already being used informally, but we didn't have an MOU in place, and some of the terminology we were using was different.
- Updated the Emergency Operations Plan (Formerly Emergency Response Crisis Management Manual)
- Redesigned the classroom flipbook guides

What is the I Love U Guys Foundation?

305



111

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Why does this matter?

306

- Common language with Duluth Law Enforcement and Emergency Responders
- Designed specifically for a school setting
- Adaptive response - Prepared for any situation, not just worst case scenario
- Additional clarity
- Offer a substantial cost savings - They're free!



HOLD



SECURE



LOCKDOWN



EVACUATE



SHELTER



Thank
you!



- Adelle Wellens - Communications Officer
- Amy Banbeneck - 1st Grade Teacher - Laura MacArthur
- Angie Frank - DAE Coordinator
- Anthony Bonds - Assistant Superintendent
- Breelyn Frischmann - Dean of Students - Myers-Wilkins
- Bryan Brown - Facilities Director
- Cheryl Hynes - Teacher - Piedmont
- Chris Finch - MTSS - Lowell
- Crystal Olker - Health Services Coordinator
- Danielle Sunday - Facilities Use Coordinator
- Eric Stang - Assistant Principal - Ordean East
- Jacob Hintsala - Principal - RockRidge
- Jacob Laurent - Climate Coordinator
- Jeremy Kasapidis - Transportation Coordinator
- Jeremy Rupp - Community Education Coordinator
- Kelly Flohaug - Principal - East HS
- Kelly Hanna - SRO
- Lee Kruger - Teacher - East HS
- Meghan Speri - Counselor - Congdon Park
- Mike Davis - Building Engineer - Lakewood
- Nathan Anderson - Principal - Stowe
- Nathan Glockle - Principal - ALC
- Rich Roseth - Supervisory Assistant - Denfeld HS
- Sam Swanson - Special Education - East HS
- Stephanie Joy - Administrative Assistant - Homecroft
- Steven Halver - Building Engineer - Lester Park
- Tina Podemski - Headstart - Stowe
- Tyler Kenkels - Industrial Tech. Teacher - Lincoln Park

What stays the same?

309

- Principals take the lead in an emergency
- Evacuation plans
- Storm shelters
- Emergency kit locations
- Building emergency phone numbers
- Offices stay locked
- Visitors sign in and out at the office

What's New?

310

- Hard Lockdown > LOCKDOWN
- Soft Lockdown > HOLD or SECURE
- SHELTER - added
- Phone threat form added to classroom flipbook guides
- High visibility vest in each classroom
- Door lock magnets for classrooms
- No longer training ALICE methods
- Key personnel asked to take Federal Emergency Management Agency (FEMA) Incident Command Structure (ICS) training before winter break

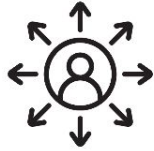
Next Steps



Lexie going to sites for staff Q&A

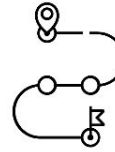
117

01



Train students on emergency procedures

02



Practice the new procedures during drills

03



Schedule times for emergency responders to tour the buildings

04

want to learn
more?

isd709.org/staff/health-safety



isd709.org/staff/emergency-planning-management



Policy Committee Meeting
 Duluth Public Schools, ISD 709
 Agenda
 Thursday, September 5, 2024
 District Services Center
 709 Portia Johnson Dr.
 Duluth, MN 55811
 3:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
3. POLICIES FOR SECOND 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) - <i>Suggested Name change to: 420 Communicable Diseases and Infectious Conditions</i>	2
B. 403 Discipline, Suspension, and Dismissal of School District Employees	20
4. POLICIES FOR REVIEW	
A. 513 Student Promotion, Retention, and Program Design	26
5. REGULATIONS - Informational	
6. OTHER	

420 ~~STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS~~

I. PURPOSE

To ensure the health and safety of all students, staff, and contractors within our school district, the school board is committed to implementing measures that prevent the spread of serious communicable and infectious diseases. This policy aims to balance the need to protect public health with the rights of all individuals, including those who may be infected. By adopting these measures, we can create a safe and welcoming learning environment for everyone. ~~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)

Replacing: Policies 4055, 4065 & 5130
First Reading: 08.20.2024
Second Reading: 09.05.2024
Adopted:

420 ~~STUDENTS AND EMPLOYEES WITH SEXUALLY TRANSMITTED INFECTIONS AND DISEASES AND CERTAIN OTHER COMMUNICABLE DISEASES AND INFECTIOUS CONDITIONS~~

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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)

Replacing: Policies 4055, 4065 & 5130
First Reading: 08.20.2024
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Adopted:

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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)
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 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~~

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~~

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

First Reading: 08.20.2024
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 Adopted:

Adopted: _____

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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

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and used to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at a level deemed acceptable by local and state standards shall be promoted to the next grade level each year.

B. Retention

Students who do not achieve at a level deemed acceptable by local and state standards shall be retained at the current grade level, when professional staff and parents feel that it is in the best interest of the student. Scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors as well as attendance and age shall be considered.

C. Program Design

1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating comprehensive achievement and civic readiness. ~~the World's Best Workforce.~~
2. The school district may identify students, locally develop programs and services addressing instructional and affective needs, provide staff development, and evaluate programs to provide gifted and talented students with challenging and appropriate educational programs and services.
3. The school district must adopt guidelines for assessing and identifying students for participation in gifted and talented programs and services consistent with Minnesota Statutes, section 120B.11. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

4. The school district must adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:
 - a. assess a student’s readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.

5. The school district must adopt procedures consistent with Minnesota Statutes, section 124D.02 for early admission to kindergarten or first grade of gifted or talented learners consistent with Minnesota Statutes, section 120B.11, subdivision 2, clause (2). The procedures must be sensitive to under-represented groups.

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Program) Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
 MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
 MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
 MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
 MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
 MSBA/MASA Model Policy 620 (Credit for Learning)
 Policy 6240 (Demonstration of Mastery for Credit)

Adopted: 05-16-2017
Revised: 04-17-2018 ISD 709
 Reviewed: 04-25-2023
 Reviewed: 09-19-2023
 Revised: 09-05-2024

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 10, 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	6
4) Technology Department Report	9
5) Transportation Department Report	11
3. <u>Recommended Resolutions</u>	
A. B-9-24-4056 - Acceptance of Donations to Duluth Public Schools	12
B. B-9-24-4057 - Maximum Levy Certification	14
4. <u>Consent Agenda</u>	
A. HR Staffing Report	15
1) Job Description - Van Driver	16
2) Job Description - Network Admin/Engineer	21
3) FY24 Employee Harassment Complaints Report	32
4) 2024-2025 Hourly Rates	33
B. Finances	
1) Financial Report	36
2) Fundraisers	37
C. Bids, RFPs, and Quotes	
1) RFP #329 Black & White Print Shop Copiers	38
D. Contracts, Change Orders and Leases	
1) Change Order - Demo Reconciliation for DNT Building	52
2) Change Order - CWD Consulting Engineer	53
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Amazon Increase in Services	55
B. Expenditure Contracts	56
C. No Cost Contracts	97
D. Revenue Contracts	102
E. Grant Applications	109

Human Resources Report Summary September 2024 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	25	22
# Retirements	1	1
# Resignations	3	10
# Leave of Absences	2	1

HR Department Updates:

The HR department conducted New Hire Orientation on Tuesday, August 20th, providing separate 3 hour training sessions for 38 new non-certified staff and 64 certified staff. All teachers also received their Chromebooks during this process.

In August, Molly Meagher, the Human Resources Assistant, processed new hire paperwork for 65 new staff, which includes ensuring staff are properly entered in our systems, providing them employee badges and network access, processing their I-9s, and W-4s.

As part of process improvement efforts, the payroll group developed a verification report which allows them to ensure electronic timesheet accuracy for all hourly employees. This change saves payroll staff a substantial amount of time each payroll cycle and prevents the need to process corrections.

Over the past year, Human Resources has been in the process of digitizing our employment records. We now have full access to these digital files through the program, Laserfiche, and going forward we will be working on digitizing our new hire process. While we are still working on digitizing non-personnel files, Human Resources is very excited to be getting away from paper. Digitizing records will help Duluth Public Schools be more future forward, climate friendly and expedite our processes to better serve our employees.

Human Resources has assumed the responsibility of managing the teacher evaluation system. As part of the transition, staff spent many days entering new hire data, ensuring accuracy of probationary and tenure statuses and building assignments, and correcting system set up issues. The system clean up was imperative to ensure Principals had accurate information on their staff prior to the start of the school year and will ensure a smoother process going forward.

On August 19, the HR team had a job table at the Unity in Our Community event and again attended the CareerForce monthly hiring fair on September 4. Both events proved beneficial for the District to speak to potential employees, particularly for transportation positions .

Benefits Updates:

The Benefits Department started using Google Classrooms for all new hire benefit information and enrollment! The process has cut down on employee questions and given all new employees access to the information to review in their own time. The Benefits Department has also developed easy to understand guides to Medical Leaves and the Workers Compensation process. The Department also attended a webinar called "Employee Retention Through Successful Benefits Administration" in an effort to boost retention and make benefits easier for all to understand. There will also be a Benefits Night on September 11th where our new hires can attend to get assistance enrolling in their benefits as well as have all of their questions answered. There will also be a financial advisor on site that day to educate employees about retirement savings.

Hiring Updates:

Certified:

Teachers

- Elementary (1)*
- High School (1)*
- Special Education (5)*
- Adult Basic Education (1)*

Non-Certified:

Child Nutrition (2)

Maintenance (7)

- Floating Custodian (3)*
- School Custodian I/II/III (3)*
- Master Electrician (1)*
- Second Shift Engineer II (3)*

Playground/Cafeteria Monitor (8)

Transportation (44)

- School Bus Driver II (4)*

Paraprofessionals (4)

- Sp. Ed. Paraprofessional Keyzone (1)*
- Sp. Ed. Paraprofessional-STEPS Program (1)*
- Sign Language Facilitator (2)*

Contract Negotiations:

Negotiations are completed with National Conference of Firemen and Oilers (NCFO). We have tentative agreements that will be brought forward to the Board for approval in September. We continue to meet with the District-Wide Instructional Administrators Association with the next meeting scheduled for September 24th. This is the final group to negotiate for the 2023-2025 cycle.

Child Nutrition Report

August 2024

Summer Meals Totals

Summer Counts Total																							
Monthly Report																							
Meal counts	Breakfast										Daily Ave	Lunch										Daily Ave	
	6/17/24	6/24/2024	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024	8/5/2024	8/12/2024	TOTAL		6/17/24	6/24/2024	7/1/24	7/8/2024	7/15/24	7/22/2024	7/29/2024	8/5/2024	8/12/2024	TOTAL		
Lincoln Park	18	11	3	36	141	170	171	48	18	616	15	45	59	37	91	199	194	203	68	38	934	22	
MacArthur	373	461	292	414	308	337	340	295	263	3083	73	450	527	316	402	335	374	477	506	414	3801	91	
MacArthur Bags- NW								62	75	137	3	65	230	150	359	132	132	28	158	92	1346	32	
Myers-Wilkins	249	275	167	304	73	86	86	89	79	1408	34	309	427	282	340	214	203	197	167	193	2332	56	
Aicho- Myers	40	50	30	50	50	40	50	50	50	410	10	110	150	90	150	150	120	150	150	150	1220	29	
Center City- Myers											0	136	170	102	170	56	46	54	48	50	832	20	
Piedmont	122	129	60	102	339	308	324	99	87	1570	37	160	229	111	219	449	485	384	234	146	2417	58	
Piedmont Bags- NW											0	48	64	46	63	48	64	62	59	239	693	17	
Goldberg Boys & Girls (PB)											0	90	79	43	50	58	63	46	54		483	12	
Lincoln Boys & Girls (PB)											0	100	122	72	114	109	137	61	86		801	19	
Stowe	49	77	30	53	61	52	41	40	25	428	10	152	461	143	219	250	229	170	237	163	2024	48	
Denfeld	104	105	60	95	94	79				537	13	190	304	135	279	311	306				1525	36	
Rockridge	81	116	73	100	71	93	91	83	97	805	19	118	143	78	115	48	79	75	127	65	848	20	
Total Average											214											458	

Summer Meals 10 Year Comparison

Summer Meals											
YEAR	2024	2023	2022	Pandemic 2021	Pandemic 2020	2019	2018	2017	2016	2015	2014
						BREAKFAST					
June	2260	3642	2003	15337	21620	3152	4523	4868	5565	6958	5813
July	4896	8106	4758	14500	13509	5859	6422	6581	8220	8226	5747
August	1837	4131	4679	9440	9272	3190	4473	5112	6862	4362	3211
	8993	15879	11440	39277	44401	12201	15418	16561	20647	19546	14771
						LUNCH					
June	4938	6253	4229	22317	22697	8777	10316	12770	12771	15671	12702
July	10254	14127	9701	18242	14745	13476	16475	16954	18153	20855	13917
August	4064	8357	8073	12209	10078	8439	12356	14144	16909	13165	8389
	19256	28737	22003	52768	47520	30692	39147	43868	47833	49691	35008
				Record Year							

**NOTE about 2024 summer meals- Lowell was under construction and not available for having a meal site. The counts reflect that, as we fed 100 children daily there in Keyzone.

Summer Meal Program Audit

The 3 day USDA summer meal program audit was completed on 7/31, 8/1 & 8/2. Findings of that audit were minimal and an opportunity for program mentorship from the auditor was appreciated. The auditor was complimentary of our meal program and impressed with the vast array of fresh produce we are able to offer children.

Informing Parents about the Changes in Child Nutrition Computer Offerings

Child Nutrition sent out postcards to all families in the school district to inform them that lunch is again free for all students and also the importance of filling out the application for educational benefits. Child Nutrition no longer uses PAYPAMS for the online application or payment option. Both of those tasks can now be done in the parent portal of Infinite Campus.

Facilities Management & Capital Project Status Report August 2024

345

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 261 work orders and are currently working on 326 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, Passed 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 finally been completed. Waiting on final sign off with insurance company
- 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 completed parking lot curb reset and
- Lowell new flooring is installed.
- Lowell temporary art room is completed
- Laura MacArthur flooring has been installed
- PS Stadium Musco lighting inspection and maintenance is completed and the system has been relamped .
- Lester Park room 130 is completed and in use as a new classroom.
- Stowe lockers have been installed.
- Parking lot sealing and painting is completed.
- Rockridge has been surveyed and the problematic tree areas harvested and removed.

Discussion with Legal Representation

No discussions

Building Operations

- I would like to congratulate and thank the Building Operations team for their outstanding summer cleaning. They did this as they continued to service and ensure the smooth running of Keyzone, community ed, construction, maintenance and the various other community/school activities. I have great gratitude for their hard work and dedication in keeping the school environment clean and safe for everyone. Thank you, Engineers, Second Shift Engineers, Custodians and temp summer helpers.

- Shout out to the new Engineers, Myers-Wilkins Julie Brun and Lowell Erick Johanson. New Custodian, Laurel Bakken at East. We are in the process of interviewing for the open Second Shift 346 Engineers I and Second Shift Engineers II.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Automotive hoist at Denfeld HS replacement ready for use.
 - Radon testing results submitted to MN Dept. of Health
 - 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.
 - Semi-annual playground inspections completed 9/6.
- **Regulatory Reporting**
 - Nothing needed in August
- **Systems & Technology Updates**
 - Nothing new in August
- **Training**
 - Basic Life Support & First Aid renewal training for nursing staff completed for August 28th.
 - I Love U Guys Foundation Standard Response Protocol training completed for Duluth Leadership Team Thursday Aug 15th from 1:00-3:00
 - Animated SRP video posted to district YouTube page and Safe & Welcoming webpage
 - Respirator training and fit testing completed for August 12th.
 - New hire general safety training held for certified and non-certified staff 8/20 at DSC
 - All staff Emergency training held at Denfeld 8/27, with additional breakout session in the afternoon
- **Chemical and Hazardous Waste Disposal**
 - Bulb and battery pickup date being scheduled. (Pending utilities staff availability)
- **Document Updates**
 - Emergency Operations Plan updates complete.
 - Classroom flipbook Emergency Operations Guide complete
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.

- **Injury and Incident Statistics**














- **August 2024 (as of 9/6/2024)**
 - **OSHA Recordable Rate (TRIR):**
 - **OSHA Recordable Injuries: 1**
 - **Days Away from Work: 0**
 - **Days on Restricted Duty: 0**
 - **Non-recordable Injuries: 2**
 - **Near Misses/Hazards Reported: 0**
- **2024 Year-To-Date**
 - **OSHA Recordable Rate (TRIR) (Goal ≤ 1.00):**
 - **OSHA Recordable Injuries: 12**
 - **Days Away from Work: 59**
 - **Days on Restricted Duty: 28**
 - **Non-recordable Injuries: 60**
 - **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.

Technology Department - August 2024 Report

- **Cybersecurity**




- Google Security
 - Gmail

- 751K Emails Messages Accepted/Delivered. 
- 1.4K Rejected 
- 53K Spam folders 
- 1.2K were identified as Phishing 
- 57 were identified having suspicious attachments 
- 7K were identified as Spoofing 
- 0 emails were identified as Malware
- Account Information
 - 8,525 Active Accounts 
 - 6,709 Suspended Accounts 
 - 26.7TB of storage 
 - 278.4 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 I am looking at sending out the following Bids
 - Bid-1324 MAN and ISP Services - USAC E-Rate Bid
 - Bid-1325 Palo Alto Cybersecurity Subscription Services - New [USAC E-Rate Cybersecurity Pilot Program](#)
 - Bid-1326 YubiKey Security Keys for Staff & Students - New [USAC E-Rate Cybersecurity Pilot Program](#)
 - Bid-13### Uninterruptible Power Supply (UPS) Systems - USAC E-Rate Bid

- **Technology Help Desk Tickets**

- 732 New Technology Support Tickets Created 
- 551 Tickets were resolved 
- 364 Tickets remain unresolved 

- **Remaining 2023 Summer Project Updates**

- CDW-G/CTI Team will be onsite on September 18-20 to reprogram the Boardroom AV system. They feel this will address all the remaining Boardroom AV issues.

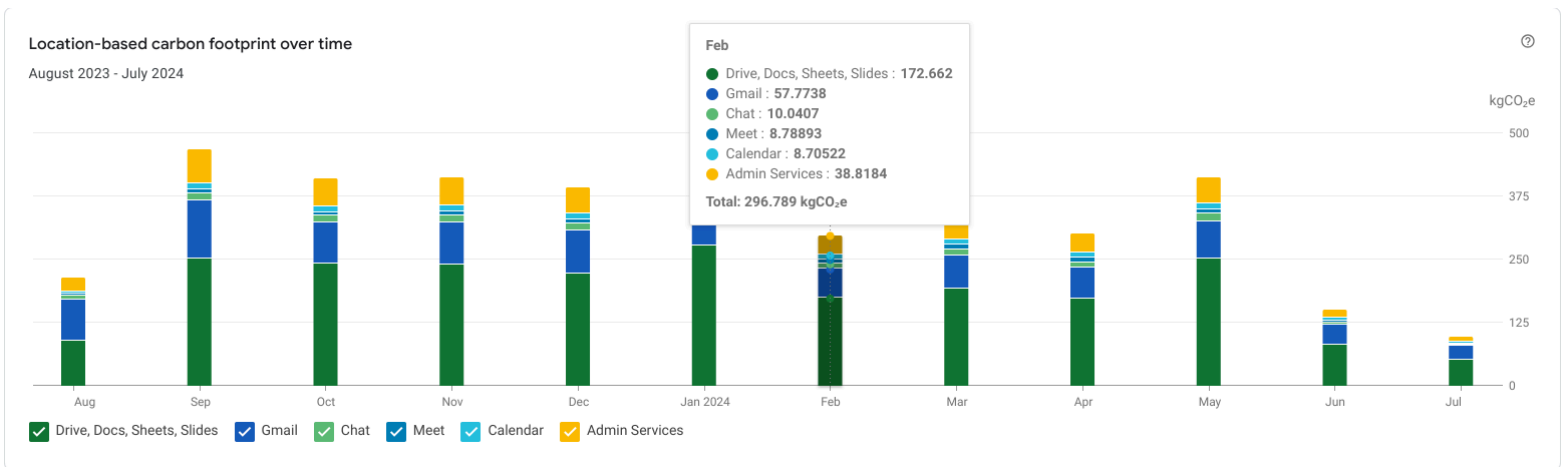
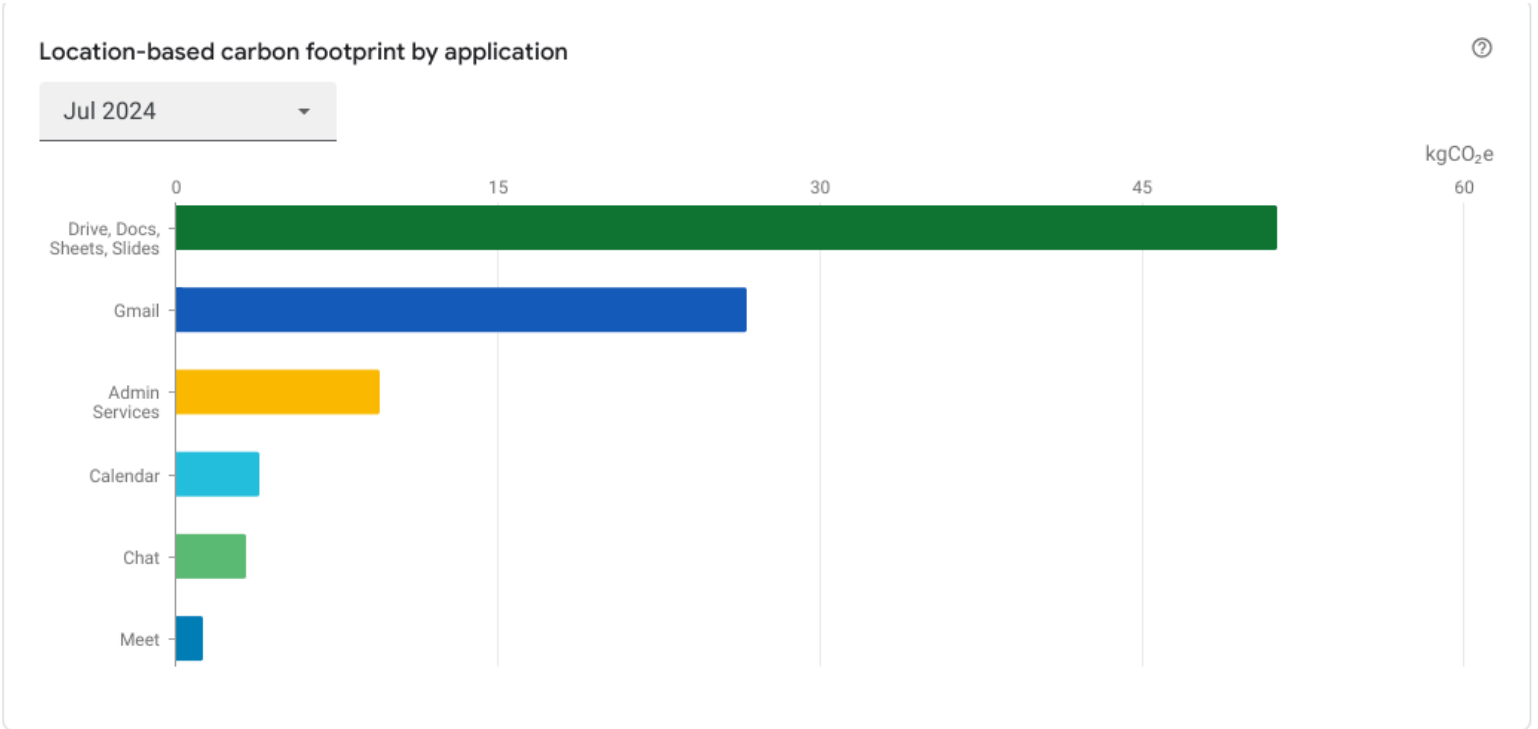
- **Fall 2024 Items/Projects**

- **DONE** - District-Wide: Bid-1316 Network Infrastructure. We replaced/upgraded 264 network switches The total project cost was \$1,723,950.96 dollars
- Starting on Wednesday, September 4, we will have an on-site Network Engineer from CDW-G providing staff augmentation. Our Network Engineer II left the district the first part of February and we have not been able to fill this position. The contract is for two months with the option to renew as needed. Cost is \$150 per hour or \$48,000 for the two months.

- ARK/Involta Data Center move is scheduled to start on Friday, October 18, 2024. Since this is MEA weekend we do not anticipate any interruption for staff since all IT services will be operating by 6:00 am Monday, October 21.

Technology Department - August 2024 Report

- **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](#)
 - 95.4659 kg is our July 2024 Carbon Footprint. 
 - 3.94091 is our August 2023 - July 2024 Carbon Footprint.



Transportation Report August 2024 Activities

350

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 been working on 24-25 regular school year routing. Back-to-school was much better this year. The Transportation Department continues to monitor and address hidden errors in IC and our software but we are working through them.

Staffing (comments and concerns)

- We are making due with the staff we have but still need more drivers and helpers.

Bus Maintenance

- The buses are all through inspections for the year along with the vans.
- Now besides keeping buses running the mechanics will start in on maintenance items

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month is (no mileage taken). 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
Denfeld	Life House (Amber Sadowski)	2012 Dodge Grand Caravan	Will be auctioned when repairs completed	Amber Sadowski set up the donation for us.
Denfeld	Howard Mooers	In-kind		Donated a JR Propo Venture CP Helicopter with Motor and radio. A trainer 40 with radio plus miscellaneous equipment for our Aerospace Program
District Service Center	Cub Foods Duluth	In-kind	Unity in Our Community	Pallet of Water
District Service Center	Sound Central, LLC (Trent Edgerton)	\$1,200.00	Unity in Our Community	
Lester Park	Emily High	In-kind	For Students	10 backpacks filled with school supplies, and a big box of new markers for art teacher
Lincoln Park	Cheryl Skafte	\$4,850.00		Drama Club
Lincoln Park	Pachel Foundation Managed Agency	\$1,500.00	MSP Institute Arts Field Trip	Charitable Contribution \$1500.00
Piedmont	Hillside United Methodist Church	In-kind - Backpacks and school supplies		
157 Piedmont	Charlotte Currie	\$250.00	To purchase books for the Book Vending	Donation made in honor of Kathryn Wrazidlo whose 12 granddaughter, Katie Gableman, is

			Machine	a teacher at Piedmont.	352
Piedmont	DonorsChoose	In-kind - Functional Skills Through Play project items	For Ms. Robinson's Setting II Classroom	Donors are: Karl Erickson (Maplewood, MN), Calmenson Foundation and an Anonymous donor	
Stowe	Nancy O'Brien	In-kind			

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 17, 2024 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2024 payable in 2025.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2024 payable 2025 at the maximum amount.

HUMAN RESOURCES ACTION ITEMS FOR: September 17, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BARTLETT, ALESHA M	VISUAL ARTS/ROCKRIDGE,CHESTER CREEK, MERRITT CREEK, (MA) IV 3, 1.0	08/27/2024
BORAK, CHARLES E	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+45) IV 9, 1.0, AAGENES-JASPERSON S. RESIGNED	08/26/2024
DIBBLE, ASHLEY N	SPED ECSE B-6 TEACHER/DISTRICT WIDE, (MA) IV 3, 1.0,	08/26/2024
DISSELL, DANIEL G	EARTH SCIENCE/DENFELD, (MA) STEP 9, 1.0, BOHAN B. DISPLACED	08/26/2024
FORBORT, SCOTT W	ENGLISH/AEO,ALC, (MA) IV 9, 0.5, JANSON. L RESIGNED	08/26/2024
JACOBI, RYAN J	SOCIAL STUDIES/DENFELD, (BA) III 2, 0.5	08/26/2024
JOHNSON, BRIAN P	HOURLY TEACHER/DAE, 14/38WKS, \$30.00	08/26/2024
KANE, KATHERINE M	HOURLY TEACHER/DAE, 14/38WKS, \$30.00/HR, SWARD L. RESIGNED	08/26/2024
KLENNERT, KAITLIN M	VISUAL ARTS TEACHER/ORDEAN, (BA) III 2, 0.7	08/26/2024
KUBIK, BETHANY A	MATH INTERVENTIONIST TOSA/LINCOLN PARK, (PHD) V 9, 1.0, BRECKENRIDGE R. TRANSFER	08/26/2024
KUHN, JENNIFER L	SPED STEPS IV TOSA/ROCKRIDGE, (MA) IV 5, 1.0, DERRICK J. DISPLACED	08/26/2024
LEMKE, ERIC J	BUSINESS ED TEACHER/EAST, (BA+15) III 8, 1.0	08/26/2024
LITTLE, THRESE M	VISUAL ARTS TEACHER/ORDEAN, (MA) IV 9, 1.0	08/26/2024
NETTLETON, JENNIFER F J	SPED EBD SETTING III TEACHER/DENFELD, (MA) IV 9, ALLEN F. DISPLACED	08/26/2024
NETTLETON, KEVIN E	DEAN OF STUDENTS TOSA/DENFELD, (MA+45) IV 9, 1.0,	08/27/2024
NIELSEN, CLAIRE J	SPED RESOURCE TEACHER/LESTER PARK, (BA) III 1, 1.0, ABRAHAMSON, D RETIRED	08/26/2024
NUPEN, MATTHEW C	CTE BUSINESS & MARKETING COMPUTER SCIENCE/DENFELD, (BA+15) III 8, 1.0	08/26/2024
ORLOWSKI, DELILA L	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 6, 1.0, PECK A. LOA	08/26/2024
RAITZ, MARIANNE	GRADE 1 SPANISH IMMERSION/LOWELL, (MA) IV 9, QUINN C. MATERNITY LEAVE	08/26/2024
RESSEMAN, MADISON K	PRESCHOOL TEACHER/MYERS-WILKINS, (BA) III 4, 1.0, BROWN L. RESIGNED	08/26/2024
SUOMALA, BRITTANY ANN	GRADE 1/LOWELL, (BA) III 5, 1.0, KELLEY, L. TRANSFER	08/26/2024
VOIGT, HEIDI P	SPANISH TOSA/AEO, (BA+30) III 4, 0.6, CUMMINS J. RESIGNED	08/26/2024
VOIGT, HEIDI P	HEALTH TOSA/AEO,ALC, (BA+30) III 4, 0.4	08/26/2024
WRIGHT, MYRIAM A	LTS GRADE 5 SPANISH IMMERSION/LOWELL, (BA) III 8, QUINN C. MATERNITY LEAVE	08/26/2024
YOUNGMAN, STEPHANIE M	SKILLS FOR SUCCESS/LINCOLN PARK, (BA) III 8, 1.0	08/26/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BEYER, JUSTINE J	KINDERGARTEN TEACHER/MYERS WILKINS	11/04/2024 01/31/2024
DANIELSON, CHLOE K	SPECIAL EDUCATION SOCIAL WORKER/STOWE	08/19/2024 11/11/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PECK, MATTHEW R	GRADE 5 SPANISH IMMERSION - LOWELL ES	06/07/2024
SCHNEIDER, ANNAMARIE	ELEM READ INTERVENTIONIST - MYERS-WILKINS ES	06/06/2024
SHEVICH, ANDREA L	GRADE 1 - LAURA MACARTHUR	08/22/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SIEMSEN, MARY B	SPED RESOURCE - PIEDMONT	06/07/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ANDERSON, HALEY A	OSS/EAST, 40/44WKS, \$16.82/HR, PREBEG B. RESIGNED	08/19/2024
ANDERSON, SOMMER M	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$20.05/HR, KNEELAND S. RETIRED	08/28/2024
BAILEY-TURNER, JOSEPH W	NUTRITIONAL SERVICE ASST/DENFELD, 23.75/38WKS, \$15.68/HR, BOO B. RESIGNED	08/28/2024
CURNOW, LOUISE A	PRESCHOOL PARA/PIEDMONT, 23/38WKS, \$20.04/HR, PERPICH C. RESIGNED	08/26/2024
ENGBRETSON, DAVID J	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.88/HR, SOLARZ A. RESIGNED	08/26/2024
GERSICH, BRENDA K	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR	08/26/2024
HARVEY, MAXIMILIAN R	PRESCHOOL PARA/STOWE, 23/38WKS, \$20.75/HR, WILTON P.	08/26/2024
HETRICK, EMMA M	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR,	08/26/2024
HUNEKE, EMILY A	SPED PROGRAM PARA/DISTRICT WIDE, 12/38WKS, \$21.42/HR, MATTHEWS L. RESIGNED	08/26/2024
JONES, JENNIFER N	CHECK AND CONNECT PARA/LINCOLN PARK, 40/38WKS, \$26.54/HR, PAYNE L.	08/26/2024
KIRBY, ANNIKA J	CHECK AND CONNECT PARA/EAST, 40/38WKS, \$26.40/HR, ZWAK E. RESIGNED	08/26/2024
KOEHLER, SHEILA M	ECFE PARA/PIEDMONT, 10/38WKS, \$18.46/HR,	08/26/2024
LUNDORFF, JAMES B	SPED BW PARA/CONGDON. 31.25/38WKS, \$21.35/HR, MICKELSON H. TRANSFER	08/26/2024
MILLER, KAITLYN L	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$21.62/HR,	08/26/2024
MOTZKO, LILY G	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.49/HR, BALSAVICH J. LOA	08/26/2024
OLSON, CRYSTAL F	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR	08/28/2024
PHILLIPS, CASSANDRA M	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$20.04/HR	08/26/2024
REINKING, AMBER L	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, \$15.68/HR,	08/28/2024
SANDERS, TERI A	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$21.35/HR, CANFIELD-EVANSON K.	08/26/2024
SCHILLING, HELEN M	HOURLY CLERICAL/DSC, 12.5/52WKS, \$15.00/HR, HARVICK C.	08/19/2024
SMITH, ERIN M	NUTRITIONAL SERVICE ASST/DENFELD, 18.75/38WKS, \$15.68/HR	08/28/2024
TIEGEN-TRACY, ASHLEY A	ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, FREESE T. RESIGNED	08/26/2024
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BROOKS, IVIE M	MENTAL HEALTH PRACTITIONER - MYERS-WILKINS ES	08/26/2024 06/06/2025
<u>NON-CERT PRESUMED RESIGNED</u>	<u>NON-CERT PRESUMED POSITION</u>	<u>EFFECTIVE DATES</u>
KEDROWSKI, MARK	SPED LPN PARAPROFESSIONAL	09/04/2024
SALISBURY, HANNAH	SPED BW PARAPROFESSIONAL	09/04/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BAKER, HEIDI J	CHECK & CONNECT PARA - DENFELD HS	08/30/2024
GOODSKY, TEAGUE E	CULTURAL IMMERSION PROG PARA - LOWELL ES	06/07/2024
GUIDOTTI, SHEAHAN K	SPED BW PARA - MYERS-WILKINS ES	06/07/2024
PETERSON, CHASE P	SPED ECSE PARA - LAURA MAC ES	06/07/2024
RUDOLPH LAVALIER, LOGAN I	TECH TUTOR PARA - DENFELD HS	06/07/2024
RUNNELS, ROBERT O	SPED PROG PARA SETTING III/IV - DENFELD HS	06/07/2024
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV - EAST HS	08/01/2024
SWANSON, HANNAH R	SPED BW PARA - LOWELL ES	06/07/2024
VICTOR, KASAUNDR A	CHECK & CONNECT PARA - DENFELD HS	08/07/2024
WISELEY, LAUREN E	SPED PROG PARA SETTING III/IV - LESTER PARK ES	08/01/2024
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PACK, THERESA V	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	09/17/2024

Date: August 22, 2024
 To: Chapter 956- Union
 From: Charlie Cook
 Human Resources Manager
 Re: New Position- Van Driver

Responsible for operating a District Van or Car and transporting school-aged children and other authorized personnel safely and efficiently over specified routes to and from schools and various activities. Conducts pre-trip inspections; observes safety regulations and policies; enforces student discipline in the vehicle.

This is a new position at Duluth Public Schools and has a pay assignment of Pay Group 7, Step A, 38 weeks per year.

Please let me know if you are in agreement with this proposal as soon as possible, by signing below and returning to me.



 Gary Veziha, Union President

8-27-24

 Date



 Jason Ledoux, Union Secretary

8-22-24

 Date



 Human Resources

8-21/4/24

 Date

RECEIVED
 SEP 04 2024
 HUMAN RESOURCES

TITLE: Van Driver

Title of Immediate Supervisor: Manager of Transportation	Department: Transportation	FLSA Status: Exempt
Accountable For (Job Titles): Not Applicable		Pay Grade Assignment: Pay Group 7, Step A 38 weeks per year

General Summary or Purpose Of Job:
JOB SUMMARY: Responsible for operating a District Van or Car and transporting school-aged children and other authorized personnel safely and efficiently over specified routes to and from schools and various activities. Conducts pre-trip inspections; observes safety regulations and policies; enforces student discipline in the vehicle

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FREQUENCY
1.	Assesses incidents, complaints, accidents and/or potential emergency situations for the purpose of resolving or recommending a resolution to the situation	Daily
2.	Assists students and other passengers (e.g. seating, restraints, special equipment, etc.) for the purpose of providing safe loading and unloading from vehicles including both emergency situations and normal transport.	Daily
3.	Attends meetings, trainings, etc. for the purpose of maintaining skills and meeting District and State requirements.	Daily
4.	Communicates with parents, students, teachers, administrators, etc. for the purpose of conveying and/or receiving information.	Daily
5.	Drives school vans for the purpose of transporting regular education and/or special education students over scheduled routes and to/from school and/or field trips in a safe and timely manner.	Daily
6.	Escorts children across the street for the purpose of ensuring the safety and welfare of students.	As needed

7.	Fuels assigned vehicle (e.g. oil, water, fuel, etc.) for the purpose of maintaining vehicle in a safe operating condition.	As needed
8.	Performs other technology duties of a comparable level or type.	As needed
9.	Performs other duties of a comparable level or type	As required

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

EDUCATION/CERTIFICATION/LICENSURE:

- High School Diploma or equivalent
- Valid Minnesota driver’s license (Class D) and acceptable driving record for insurability by the District’s insurance carrier, and to meet state requirements
- Ability to pass a federally mandated drug/alcohol screen

SKILLS:

- Required to perform single, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; administering first aid; and operating school buses and related equipment.

Desirable/Preferred Qualifications:

Knowledge Requirements:

Specific knowledge-based competencies required to satisfactorily perform the functions of the job include:

- Possession of, or the ability to obtain, a valid Minnesota Driver’s License. Must maintain once acquired.
- Strong knowledge of safety practices and procedures.
- Understand emergency evacuation techniques.

TITLE: Van Driver

- Administer basic first aid and / or be CPR certified if required by district.
 - Knowledge of health standards and hazards.
 - Understand state regulations and laws pertaining to the operation of school buses; and child behavior.
- Specific skill-based competencies required to satisfactorily perform the functions of the job include:
- Able to adhering to safety practices.
 - Prepare and maintain accurate records.
 - Operate equipment used in transporting special needs students.

Skill Requirements:

Specific ability-based competencies required to satisfactorily perform the functions of the job include:

- Be reliable and capable of working independently.
- Able to drive vehicle during adverse weather conditions
- Patience and firmness for dealing with children.
- Be attentive to detail.
- Display tact and courtesy, establishing and maintaining effective working relationships.
- Communicate with diverse groups.
- Able to maintain confidentiality.

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

Employee is required to:	Never	1-33% Occasionall	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit				X
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:

School van environment. Driving a vehicle to conduct work. Constant interruptions.

General Physical Conditions:

- Sitting for extended periods of time when operating a transportation vehicle.
- Bending at the waist, kneeling or crouching. Reaching, pulling and pushing to open van doors.
- Lifting moderately heavy 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		

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

<p><u>Title of Immediate Supervisor:</u> Director <u>Manager</u> of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Network Engineer <u>I, Network Engineer II</u>, System Specialist/Network, <u>System Specialist/Security, Field Support Technician, IT Security Analyst</u></p>	<p>Updated: May 23, 2005 <u>September 3, 2024</u></p>	<p><u>Pay Grade Assignment:</u> Executive Employees Association, <u>Pay Level 5</u></p>

General Summary or Purpose Of Job:

Responsible for the operation of the ISD 709 computer network infrastructure, including LAN/WAN, Internet, network servers, and ~~desktop support system security~~. This responsibility includes the design, implementation of data, and maintenance of network infrastructure voice and video systems to support curriculum and administrative requirements. Supervises network technical support and security staff ~~and field support technician staff~~, and ensures that highest quality of system reliability, support and services are provided to ISD 709 employees and students. Provides assistance to ISD 709 staff with ~~desktop computer network-related~~ problems requiring expert troubleshooting and problem analysis, ensuring quality service, with an emphasis on customer satisfaction. Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues. Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy vendor billing.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FRE-QUENCY
1.	<p><u>Designs, implements, and Maintains and oversees</u> the operations of the District's network infrastructure systems, including <u>security, data, voice, and video cabling</u>. <u>Evaluates, analyzes Troubleshoots</u> and resolves problems within the District's <u>security, data, voice, and video network infrastructure</u> systems. Designs and implements reviews solutions to ensure a minimum delay and maximum support to for curriculum and administration systems <u>servng students and staff using these systems for employees</u>. <u>Assesses District technology services availability and include recommendation options for redundancy and fail over</u>.</p>	<p><u>Daily</u> <u>30%</u></p>

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

- | | | |
|----|---|---|
| 2. | <p>Aets-as-a<u>Serves as the lead</u> technology<u>ical</u> expert to assist District employees and technical support staff with complex network and <u>security segmentation problems, desktop computer hardware and software problems.</u> Handles difficult and complex network and desktop computer and software problems, such as WAN issues, slow logins, and the inability to browse the network that cannot be resolved by the <u>other departmental</u> technical support staff. Develops monthly summary reports that will track network reliability that are used to identify problems and prevent system failures.</p> | <p>Daily
<u>25%</u></p> |
| 3. | <p>Supervises the network technical support and field support technician staff, by: <u>Providesing documentation,</u> direction, training and assistance with problems encountered by staff. Ensures that <u>quality control of systems and services,</u> with an emphasis on customer satisfaction, is provided to District employees using the network <u>infrastructure and attached devices, desktop computers.</u> Performs performance appraisals and resolves personnel problems. Coordinates personnel actions with the <u>Director-Manager</u> of Technology prior to any action being taken.</p> | <p>Daily
<u>15%</u></p> |
| 4. | <p>Researches and maintains knowledge of current network and desktop computing<u>end-use device</u> technologies to ensure District awareness of state of the art software and hardware. Will recommend changes to the Desktop with the System Specialist/Desktop. Assists the Director of Technology with planning and budgeting for future acquisitions and upgrades to equipment and software. Assists the <u>Director of Technology Manager</u> with the development of district-wide<u>District</u> Technology Plan, Disaster Recovery Plan (DRP), E-Rate Telecommunication Equity Aid and technology grants/-funding. <u>Will be the chairperson for the District Technology Committee and will provide report of minutes for the 3-4 meeting held during the year.</u></p> | <p>Weekly
<u>10%</u></p> |
| 5. | <p>Assists in the r<u>Reviews,</u> tests and determines <u>if technology systems whether desktop computers</u> and network hardware/software components meet standards for quality and network compatibility.<u>compatibility. Applies network modeling data and analysis to estimate data traffic growth for developing long-term network infrastructure planning strategies.</u> Assists in recommendations<u>Selects equipment</u> for purchase or to be placed on approved standards list for purchasing by the District.</p> | <p>Monthly
<u>5%</u></p> |
| 6. | <p>Develops-Reviews and utilizes <u>software systems</u> to monitor, maintain, and identify potential issues in the design and reliability of the computer-network <u>infrastructure and attached system.</u></p> | <p>Daily
<u>5%</u></p> |

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

7.	<u>Plans and Develops budgets for future acquisitions and upgrades to equipment and software, and plans to support networks systems in most cost effective means.</u> The TCO and ROI models will be used to support changes or purchase of new systems and equipment.	Daily 5%
8.	Develops technical specifications (<u>BID's</u>) and requests for proposals (RFP's). Reviews bids and proposals and makes recommendations for vendor selection.	Quarterly 5%
9.	Installs <u>Proposes and maintains District-wide classroom, network infrastructure rooms and cabling standardization for data, wireless, voice and video communications, operating system software (NOS) and hardware linking District employees and sites. This includes shared services for user file storage such as student management systems, curriculum applications, individual student accounts, and IEP's. Formulates addressing schemes and links to the network. Ensure that network infrastructure installations in rooms comply with contract specifications and cabling standards.</u>	Monthly 5%
10.	<u>Leads project management and assigns duties within the Network Infrastructure area for the department. Drives efficient communication, vendor product procurement, and project completion, minimizing reliance on external network infrastructure consulting.</u>	— Monthly 5%
11.	<u>Develops and codes custom software to automate and streamline infrastructure projects, network, phone and security workflows for day-to-day operations involving equipment configuration and individual user service additions or change requests.</u>	
12.	Prepare written monthly reports that will identify major systems and track status, failures and potential system issues.	
13.	Develop a professional development plan, including professional development not funded by District funds.	— Yearly — 5%
14.	Performs other related <u>District technology</u> duties, as <u>needed/required</u> .	— Monthly — 5%

TITLE: Network Architect/Administrator

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

~~Requires a minimum of a baccalaureate degree in computer science, technology information systems, management information systems or a closely related field and at least three years network administration experience in a large organization (1,000 employees or greater), preferably a school district; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.~~

- ~~• Bachelor’s degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology plus either two years of experience as a Network Engineer/Network Administrator in a company with a staffing level of 750 or larger~~
~~OR~~
- ~~• Two-year Trade/Vocational School certification/degree in Networking/Technology plus four years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger~~
~~OR~~
- ~~• Six years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger~~
~~AND~~
- ~~• Two years of supervisory experience.~~
- ~~• Training or experience supporting Cisco Network Infrastructure (telephony, switches, wireless, ISE, etc.) or the equivalent work experience in a Network Support position in a small to medium size company.~~
- ~~• Experience supporting Cisco Infrastructure (telephony, switches, wireless, ISE, etc.)~~
- ~~• Ability to transport oneself to worksites throughout the District in a timely manner.~~

Desirable Qualifications:

- ~~• Two or more of the following Cisco Certifications: CCNA Routing and Switching, CCNA Wireless, CCNP, CCNA Voice~~
- ~~• Two plus years supporting Cisco Telephony/VoIP, Cisco Emergency Responder/E911 and Cisco UCS Server/System~~
- ~~• Two plus years using Microsoft DHCP and two plus years supporting Microsoft DNS~~
- ~~• Previous experience operating and maintaining a Network Access Control System (such as Cisco ISE)~~
- ~~• Prior K12 work experience~~

Certification or Licensing Requirements (prior to job entry):

~~Have training in system that the District supports and maintains at the time of hiring.~~

Knowledge Requirements:

Requires knowledge of:

- ~~▪ Network operating systems, current Microsoft Systems and last version~~
- Comprehensive working knowledge of ~~desktop computers~~, network services and related data, voice, and video communications including LAN and WAN.

TITLE: Network Architect/Administrator

- Network operations and hardware currently supported by the District.
- Training in VoIP systems support by the District.
- Understanding of networking protocols (TCP/IP, IPv6, VLANs, routing, switching)
- Proficiency with network hardware and software
- Knowledge of network security, cloud technologies, educational technology, and wireless networking
- Educational technology standards and best practices
- Budgeting and financial management

Skill Requirements:

Skilled in:

- ~~Latest Microsoft network operating systems (NOS)~~
- ~~Latest Microsoft desktop operating systems (OS)~~
- LAN and WAN hardware/software (OS), ~~including DSU/CSU, routers, hubs,~~ switches, servers, and multi-layer devices.
- Network design and the core workings (cabling design and standard, OSI model, network protocols, and so forth).
- Identifying and resolving network issues, such as connectivity problems, slow performance, or security breaches.
- Skill in thinking critically and creatively to find solutions to complex network challenges.
- Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other department staff, contractors, and vendors.
- Supervisory skills, including planning and organizing, interpersonal sensitivity, problem solving, decision-making, flexibility and time management.
- Ability to effectively use a variety of tools, test equipment and diagnostic software, such as protocol analyzers, to assemble, evaluate and repair systems.
- Maintaining confidentiality regarding sensitive data files.
- Technical writing and documentation, including diagrams, procedures and policies.

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			√	√

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

Taste and smell	<input checked="" type="checkbox"/>			
Lift & Carry: Up to 10 lbs.		<input checked="" type="checkbox"/>		
Up to 25 lbs.		<input checked="" type="checkbox"/>		
Up to 50 lbs.		<input checked="" type="checkbox"/>		
Up to 100 lbs.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
More than 100 lbs.	<input checked="" type="checkbox"/>			

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Cabling installation and inspection work is occasionally performed in wet or humid conditions, near moving mechanical parts, in high or precarious places, where fumes, airborne particles or where toxic or caustic chemicals are present. The typical noise level is considered to be moderate. Color vision is required for network monitoring.

General Physical Conditions:

Work can be generally characterized as:

Light work mostly with monthly IT equipment installation and setup.

Heavy Work: Exerting up to 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	<input checked="" type="checkbox"/>	
Close Vision (20 in. of less)	<input checked="" type="checkbox"/>	
Distance Vision (20 ft. of more)		
Color Vision	<input checked="" type="checkbox"/>	
Depth Perception		
Peripheral Vision		

Job Classification History:

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

<p><u>Title of Immediate Supervisor:</u> Manager of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Network Engineer I, Network Engineer II, System Specialist/Network, System Specialist/Security, , IT Security Analyst</p>	<p>Updated: September 3, 2024</p>	<p><u>Pay Grade Assignment:</u> Executive Employees Association,</p>

<p>General Summary or Purpose Of Job:</p>
<p>Responsible for the operation of the ISD 709 computer network infrastructure, including LAN/WAN, Internet, network servers, and system security. This responsibility includes the design, implementation, and maintenance of network infrastructure voice and video systems to support curriculum and administrative requirements. Supervises network technical support and security staff , and ensures that highest quality of system reliability, support and services are provided to ISD 709 employees and students. Provides assistance to ISD 709 staff with network-related problems requiring expert troubleshooting and problem analysis, ensuring quality service, with an emphasis on customer satisfaction. Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues. Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy vendor billing.</p>

<p>DUTY NO.</p>	<p>ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)</p>	<p>FRE-QUENCY</p>
<p>1.</p>	<p>Designs, implements, and maintains and oversees the operations of the District’s network infrastructure systems, including security, data, voice, and video cabling. Evaluates, analyzes and resolves problems within the District’s security, network infrastructure systems. Designs and reviews solutions to ensure a minimum delay and maximum support for curriculum and administration systems serving students and staff using these systems.. Assesses District technology services availability and include recommendation options for redundancy and fail over.</p>	
<p>2.</p>	<p>Serves as the lead technology expert to assist District employees and technical support staff with complex network and security segmentation problems. Handles difficult and complex network problems, that cannot be resolved by other departmental technical support staff.</p>	

TITLE: Network Architect/Administrator

3. Supervises the network technical support staff, by providing documentation, direction, training and assistance with problems encountered. Ensures quality control of systems and services, with an emphasis on customer satisfaction, is provided to District employees using the network infrastructure and attached devices. Performs performance appraisals and resolves personnel problems. Coordinates personnel actions with the Manager of Technology prior to any action being taken.
4. Researches and maintains knowledge of current network and end-use device technologies to ensure District awareness of state of the art software and hardware. . Assists the Technology Manager with the development of District Technology Plan, Disaster Recovery Plan (DRP), E-Rate Telecommunication Equity Aid and technology grants/funding.
5. Reviews, tests and determines if technology systems and network hardware/software components meet standards for quality and network compatibility. Applies network modeling data and analysis to estimate data traffic growth for developing long-term network infrastructure planning strategies. Selects equipment for purchase or to be placed on approved standards list for purchasing by the District.
6. Reviews and utilizes systems to monitor, maintain, and identify potential issues in the design and reliability of the network infrastructure and attached system.
7. Plans and budgets for future acquisitions and upgrades to equipment and software.. The TCO and ROI models will be used to support changes or purchase of new systems and equipment.
8. Develops technical specifications (BID's) and requests for proposals (RFP's). Reviews bids and proposals and makes recommendations for vendor selection.
9. Proposes and maintains District-wide classroom, network infrastructure rooms and cabling standardization for data, wireless, voice and video communications. Ensure that network infrastructure installations in rooms comply with contract specifications and cabling standards.

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

10.	Leads project management and assigns duties within the Network Infrastructure area for the department. Drives efficient communication, vendor product procurement, and project completion, minimizing reliance on external network infrastructure consulting.
11.	Develops and codes custom software to automate and streamline infrastructure projects, network, phone and security workflows for day-to-day operations involving equipment configuration and individual user service additions or change requests.
12.	Prepare written monthly reports that identify major systems and track status, failures and potential system issues.
13.	Develop a professional development plan, including professional development not funded by District funds.
14.	Performs other related District technology duties, as needed/required.

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

- Bachelor’s degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS, Business Technology plus either two years of experience as a Network Engineer/Network Administrator in a company with a staffing level of 750 or larger
OR
- Two-year Trade/Vocational School certification/degree in Networking/Technology plus four years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger
OR
- Six years of experience as a Network Engineer/Network Administrator in a company comparable with a staffing level of 750 or larger
AND
- Two years of supervisory experience.
- Training or experience supporting Cisco Network Infrastructure (telephony, switches, wireless, ISE, etc.) or the equivalent work experience in a Network Support position in a small to medium size company.
- Experience supporting Cisco Infrastructure (telephony, switches, wireless, ISE, etc.)
- Ability to transport oneself to worksites throughout the District in a timely manner.

Desirable Qualifications:

- Two or more of the following Cisco Certifications: CCNA Routing and Switching, CCNA Wireless, CCNP, CCNA Voice
- Two plus years supporting Cisco Telephony/VoIP, Cisco Emergency Responder/E911 and Cisco UCS Server/System
- Two plus years using Microsoft DHCP and two plus years supporting Microsoft DNS
- Previous experience operating and maintaining a Network Access Control System (such as Cisco ISE)

TITLE: Network Architect/Administrator

- Prior K12 work experience

Knowledge Requirements:
 Requires knowledge of:

-
- Comprehensive working knowledge of network services and related data, voice, and video communications including LAN and WAN.
- Network operations and hardware currently supported by the District.
- Training in VoIP systems support by the District.
- Understanding of networking protocols (TCP/IP, IPv6, VLANs, routing, switching)
- Proficiency with network hardware and software
- Knowledge of network security, cloud technologies, educational technology, and wireless networking
- Educational technology standards and best practices
- Budgeting and financial management

Skill Requirements:
 Skilled in:

- LAN and WAN hardware/software (OS), , switches, servers, and multi-layer devices.
- Network design and the core workings (cabling design and standard, OSI model, network protocols, and so forth).
- Identifying and resolving network issues, such as connectivity problems, slow performance, or security breaches.
- Skill in thinking critically and creatively to find solutions to complex network challenges.
- Excellent interpersonal skills for establishing and maintaining effective working relationships with employees, other department staff, contractors, and vendors.
- Supervisory skills, including planning and organizing, interpersonal sensitivity, problem solving, decision-making, flexibility and time management.
- Ability to effectively use a variety of tools, test equipment and diagnostic software, such as protocol analyzers, to assemble, evaluate and repair systems.
- Maintaining confidentiality regarding sensitive data.
- Technical writing and documentation, including diagrams, procedures and policies.

CLASSIFICATION DESCRIPTION

TITLE: Network Architect/Administrator

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 performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.				
General Physical Conditions:				
Work can be generally characterized as: Light work mostly with monthly IT equipment installation and setup.				

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:

**Employee Harassment Complaints Report
Fiscal Year 2023 – 2024**

Use of Harassment Complaint Form (not reported in Infinite Campus)

Complaints received in Human Resources 10

Resolved 10

(Under ten complaints not broken out)

HOURLY/SUBSTITUTE PAY RATE SHEET			
EFF. 10/1/2023		10/1/2023	Proposed 7/1/24
<u>COMMUNITY EDUCATION</u>			
American Indian Facilitator	Hourly	\$14.50	\$14.50
Lifeguard	Hourly	\$14.65	\$14.65
Locker Room Attendant	Hourly	\$14.50	\$14.50
Pool Director	Hourly	\$14.50	\$14.50
Puppeteer	Hourly	\$14.65	\$14.65
School-Aged/Pre-K Worker	Hourly	\$14.50	\$14.50
Site Supervisor Substitute	Hourly	\$14.50	\$14.50
Special Needs Helper	Hourly	\$14.50	\$14.50
Swim Instructor	Hourly	\$15.50	\$15.50
Temporary Building Coordinator	Hourly	\$16.50	\$16.50
<i>Youth Development Programs</i>			
Youth Service Facilitator	Hourly	\$16.50	\$16.50
Cross Age Student Helper Playground Leader Gym Supervisor Activity Leader Summer Youth Placement Coordinator	Hourly	\$14.50	\$14.50
<u>FOOD SERVICE</u>			
Cook and Head Cook Substitute	Hourly	\$15.00	\$16.00
Nutrition Svc Asst Substitute/Non-Unit Helper	Hourly	\$14.00	\$15.00
Elementary/Residential Manager Substitute	Hourly	\$15.00	\$16.00
Secondary Manager Substitute	Hourly	\$15.00	\$17.00
Satellite Mgr Trainer	Hourly	\$17.00	
Retired Food Service employees are paid \$1.00/hr in addition to above rates.	Hourly		Step 3 of Food Svc CBA
<u>MAINTENANCE AND CONSTRUCTION</u>			
Lead Person for Laborers	Hourly	\$14.00	\$15.00
Retired Trades People	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Snow Shovelers, Temporary	Hourly	\$14.00	\$15.00
Summer AV Repair	Hourly	\$14.00	\$15.00
Summer Hourly Substitute	Hourly	\$14.00	\$15.00
Welder and Other Skilled Trades		Step B of Maintenance CBA	Step B of Maintenance CBA
<u>BUILDING OPERATIONS</u>			
Hourly Regular Substitute	Hourly	\$15.00	\$15.00
Substitute for Licensed People	Hourly	\$15.00	\$15.00
Summer Hourly and Summer Hourly Lawn Crew	Hourly	\$15.00	\$15.00
Retired Custodian	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Custodian II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson I	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Fireperson II	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Retired Engineer (Eng. 1/Eng. 2/Eng. 3/Eng. 4)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>TRANSPORTATION</u>			

Retired Bus Driver	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Bus Driver	Hourly	\$20.00	\$20.00
Bus Helper	Hourly	\$15.00	\$15.00
Field Trip	Hourly	\$15.00	\$15.00
<u>PRINT SHOP</u>			
Skilled Tradesperson	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
Summer Hourly	Hourly	\$14.50	\$15.00
<u>PURCHASING (STOREROOM)</u>			
Hourly Regular Substitute	Hourly	\$14.50	\$15.00
Hourly Student	Hourly	\$14.50	\$15.00
Stock Clerk (Retired Employee)	Hourly	Step B of Maintenance CBA	Step B of Maintenance CBA
<u>CLERICAL</u>			
Hourly Clerical	Hourly	\$15.00	\$16.00
Regular Substitute	Hourly	\$15.00	\$16.00
Retired/Layoff Employees	Hourly	OSS Step 1 of Clerical CBA	Step 1 of Clerical CBA
<u>PARAPROFESSIONALS</u>			
Career Center Assistant	Hourly	\$15.00	\$15.00
Career Center Coordinator	Hourly	\$15.00	\$15.00
Child Care Assistant	Hourly	\$15.00	\$15.00
Community Assistant	Hourly	\$15.00	\$15.00
Community Liaison	Hourly	\$15.00	\$15.00
Cultural Assistant (no language skills)	Hourly	\$15.00	\$15.00
Cultural Assistant (with language skills)	Hourly	\$15.00	\$15.00
Experience Center Manager	Hourly	\$15.00	\$15.00
Health Assistant	Hourly	\$15.00	\$15.00
Hearing Impaired Assistant (Signer) (Transliterater Non-Licensed)	Hourly	\$15.00	\$15.00
Indian Oriented Assistant	Hourly	\$15.00	\$15.00
Instructional Assistant (Tutor)	Hourly	\$15.00	\$15.00
Licensed Interpreter for the Deaf	Hourly	\$20.00	\$20.00
Media Assistant	Hourly	\$15.00	\$15.00
Mental Health Practitioner Sub	Hourly	\$15.00	\$15.00
Occupational Therapy Assistant	Hourly	\$15.00	\$15.00
Physical Therapist Assistant	Hourly	\$15.00	\$15.00
Special Education Assistant	Hourly	\$15.00	\$15.00
Special Education Assistant (LPN License Required)	Hourly	\$18.00	\$18.00
Special Education Assistant (RN License Required)	Hourly	\$24.00	\$24.00
Supervisory Assistant	Hourly	\$15.00	\$15.00
Technical Tutor		\$15.00	\$15.00
Graphic Artist Cultural Assistant (with language skills) RDT Asian Oriented Evaluation/Testing	Hourly	\$15.00	\$15.00
<u>MISCELLANEOUS</u>			
Accounting Intern	Hourly	\$14.50	\$15.00
Assistant Examiner	Hourly	\$14.50	\$15.00

Cafeteria/Playground Monitor	Hourly	\$15.00	\$15.00
Crossing Guard	Hourly	\$14.50	\$15.00
Deli Assistant	Hourly	\$14.50	\$15.00
Deli Operator	Hourly	\$15.00	\$15.00
Desegregation Assistant	Hourly	\$14.50	\$15.00
GED Examiner	Hourly	\$21.00	\$21.00
Headstart Nutritionist	Hourly	\$26.00	\$26.00
Help Desk Technician	Hourly	\$17.00	\$17.00
HRA Headstart Resource Aide	Hourly	\$14.50	\$15.00
Indian Adult Basic Education Assistant	Hourly	\$14.50	\$15.00
Parental Involvement Coordinator	Hourly	\$14.50	\$15.00
Systems Maintenance Technician	Hourly	\$22.54	\$22.54
Technology Intern (2 yrs college or above)	Hourly	\$16.00	\$16.00
Technology Student Intern (after 17 months)	Hourly	\$14.50	\$15.00
Technology Student Intern(ISD#709 Student)	Hourly	\$14.50	\$15.00
Work Study	Hourly	\$14.50	\$15.00
<u>SUBSTITUTE TEACHERS</u>			
All Certified Substitutes	Substitute	\$150.00	\$160.00
Certified Retired Substitutes Only	Substitute	\$155.00	\$165.00
Teacher Hourly Rate of Pay	Substitute		



**HR/BS Services Committee Monthly Fund Balance Report
September 9, 2024 Committee Meeting**

BUDGET SUMMARY

9/3/2024

Percent spent

REVENUES	24-25		24-25		24-25		24-25		9/3/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		
	FUND	Jul-24	JULY 24-25	July - June	July - June	BUDGET BALANCE	July - June		
General	01	\$ 121,707,253.72	\$ 121,707,253.72	\$ 974,068.97	\$ 88,656.79	\$ 120,644,527.96	1%		
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ (58,294.90)	\$ 69,112.29	\$ 5,989,182.61	-1%		
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 41,833.49	\$ -	\$ 6,290,357.36	1%		
Community Ed	04	\$ 8,580,500.00	\$ 8,580,500.00	\$ 22,107.58	\$ 11,857.89	\$ 8,546,534.53	0%		
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 12,934.15	\$ -	\$ 2,759,241.28	0%		
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-		
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 356,750.38	\$ -	\$ 27,710,534.62	1%		
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%		
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 161,631.60	\$ -	\$ 788,368.40	17%		
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 25.00	\$ -	\$ 276,239.00	0%		
REVENUES	TOTALS:	\$ 174,961,769.00	\$ 174,961,769.00	\$ 1,511,056.27	\$ 169,626.97	\$ 173,281,085.76	1%		

EXPENSES	24-25		24-25		24-25		24-25		9/3/2024
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		
	FUND	Jul-24	JULY 24-25	July - June	July - June	BUDGET BALANCE	July - June		
General	01	\$ 122,251,138.00	\$ 122,251,138.00	\$ 9,422,683.65	\$ 5,362,963.73	\$ 107,465,490.62	12%		
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 275,125.44	\$ 2,805,858.93	\$ 2,975,013.63	51%		
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 367,052.11	\$ 505,144.50	\$ 5,911,602.39	13%		
Community Ed	04	\$ 7,826,159.00	\$ 7,826,159.00	\$ 420,508.04	\$ 77,430.60	\$ 7,328,220.36	6%		
Operating Capital	05	\$ 6,720,958.43	\$ 6,720,958.43	\$ 1,687,657.24	\$ 488,372.87	\$ 4,544,928.32	32%		
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 10,101.16	\$ 1,360.31	\$ 981,970.10	1%		
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,808,693.10	\$ -	\$ 25,584,836.90	7%		
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%		
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 245,914.90	\$ -	\$ 683,649.10	26%		
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 16,964.93	\$ 29,809.68	\$ 333,218.39	12%		
EXPENSES	TOTALS	\$ 179,598,304.00	\$ 179,598,304.00	\$ 14,254,700.57	\$ 9,270,940.62	\$ 156,072,662.81	13%		

**Fundraisers Reported
August 2024**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld HS	Football	\$10,000.00	Gold Cards (coupon card)
East HS	Football	\$20,000.00	Coupon Codes
East HS	Girls Soccer	\$12,000.00	Call-a-Thon
East HS	Volleyball	\$5,000.00	Adrenaline Hour-A-Thon https://adrenalinefundraising.com/
East HS	Girls Soccer	\$10,000.00	Call-a-Thon
Homecroft ES	Homecroft Student Activities	\$30,000.00	Fun Run through Boosterthon
Lakewood ES	5 th Grade Class	\$1,500.00	Calendar Sales
Stowe ES	School wide continuous Wolf Ridge fund	\$800.00	Selling beef sticks

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
 709 Portia Johnson Drive
 Duluth, Minnesota 55811
 218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Finance & Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: RFP-329 B/W PRINT SHOP COPIER SERVICE
Date: September 6, 2024

Two vendors were invited to submit their proposal to RFP #329 for B/W Print Shop Copier Service.

Both vendors responded meeting required specification with modifications that were taken into consideration.

VENDOR

GREAT LAKES OFFICE SOLUTIONS	\$3,910.00 P/M
MARCO	\$4,470.00 P/M

Terry McEwen, Print Shop Coordinator, Cathy Holman and Zachary DeCaro of the Purchasing Department were present with one representative from Great Lakes Office Solutions when the two RFP's were opened. analyzed the RFP for accuracy and fulfillment.

Terry McEwen, Print Shop Coordinator, analyzed the RFP for accuracy and fulfillment and recommends accepting GREAT LAKES OFFICE SOLUTION'S proposal meeting specifications as submitted.

Fund: 01 E 012 110 000 370 130

Program: Print Shop

Fund Custodian: Terry McEwen/Print Shop

Jill Lofald, Board Chair

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

RFP-329
B/W PRINT SHOP COPIER SERVICE
CONTRACT

DUE: September 4, 2024 - 2:00 P.M.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS PAGE

1 OF 4

I. PROPOSAL INSTRUCTIONS**A. DEADLINE FOR RECEIPT OF PROPOSAL**

1. Sealed proposals must be received at the Independent School District No. 709, 709 Portia Johnson Drive, Room 211 - Purchasing Office, Duluth, Minnesota 55811 no later than Wednesday, September 4, 2024 at 2:00 P.M. All proposals must be clearly marked: **"RFP-329 B/W PRINT SHOP COPIER SERVICE CONTRACT"**.

B. RIGHTS

1. Independent School District No. 709 (known hereafter as ISD 709) reserves the right to waive informalities, to reject any or all proposals, and to make decisions in the best interest of the school district.
2. ISD 709 reserves the right to negotiate any or all portions of the contract.
3. Each proposal will be reviewed as to how it best meets the specifications and the best interests of ISD 709. Areas for review, in addition to cost, include: range of available technical services, depth and experience of personnel, and experience in providing copier services to school districts.

C. INTERPRETATION OF SPECIFICATIONS

Any questions regarding these specifications should be referred to Cathy Holman, Purchasing Coordinator, ISD 709, 709 Portia Johnson Drive, Room 211, Duluth, MN. 55811. Phone: 218-336-8738.

D. RFP REQUIREMENTS

1. Vendor must submit the attached Form of Proposal, using the exact form provided or a copy thereof.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS PAGE

2 OF 4

2. Vendor must submit a resume of their firm including a brief history of the firm, and a description of the firm's experience in providing on-site copier service for educational clients.

II. THE VENDOR RESPONDING TO THIS REQUEST FOR PROPOSAL SHALL:

1. Supply all data requested on the Form of Proposal provided by ISD 709.
2. Be prepared to start service on Oct 1, 2024, if awarded this contract.
3. **Respond on the provided forms. Failure to complete ISD 709's Form of Proposal response sheets will disqualify your firm from consideration.**
4. Include supplementary information in their own format as needed to explain the capabilities and history of the company.
5. **Provide contract pricing per copy that includes all parts, staples, labor, travel and toner supplies for all machines. Parts and toner shall meet or exceed OEM specifications.**
6. Have an adequate number of sufficiently trained technicians to service Konica Minolta equipment per the number of copiers listed on the Form of Proposal.
7. Maintain all copiers considered part of this contract in a fully usable fashion as expected by ISD 709 staff.

III. BONDS

1. A bid bond and a performance bond are not requested.

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

SPECIFICATIONS

PAGE 3 OF 4

IV. CONTRACT PROVISIONS

A. DURATION OF THE CONTRACT

The contract provisions shall be for a four (4) year period, commencing October 1, 2024 through June 30, 2028 with annual renewals by mutual agreement. (Each year is defined as July 1st through June 30th of the following year.) As approved by the school board on September 17, 2024.

ISD 709 reserves the right to renew and negotiate the contract for four (4) one (1) year terms. Should the parties not agree to the rates for the additional years of the contract, then this contract shall terminate at the end of the last agreed upon contract period. (Rate increases are limited to the Consumer Price Index, Midwest Region.)

B. SCOPE

This contract will cover all copiers listed on the Request for Proposal and any copiers added during the course of the contract period. Copiers may also be removed at any time during the contract period at no penalty or cost to ISD 709.

C. COMPENSATION

ISD 709 shall pay the cost of copier services according to the rate schedule listed. Payments will be made on a monthly basis or on an agreed payment schedule. Billing invoices will be arranged to best serve ISD 709's needs and will indicate the charges of each site by actual usage figures.

D. TERMINATION

This contract may be terminated at any time by ISD 709 for nonperformance, or failure to provide the copier services as outlined in this contract. Termination of this contract may be implemented by ISD 709 with a thirty (30) day written notice to the awarded vendor.

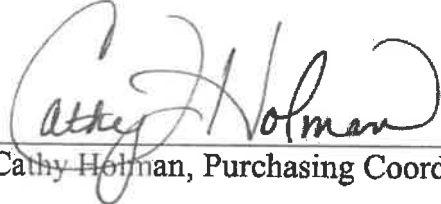
INDEPENDENT SCHOOL DISTRICT NO. 709
RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT
SPECIFICATIONS
PAGE 4 OF 4

E. INSURANCE REQUIREMENTS

The vendor shall carry insurance as outlined, and for the amounts listed on the attached sheet, "Supplementary Conditions & Insurance Requirements for Independent Contractors". Prior to the commencement of work, the vendor shall provide ISD 709 with Certificates of Insurance. ISD 709 shall be listed on the insurance policy to receive a "Notice of Cancellation", directly from the insurance agent should that event occur. This includes naming ISD 709 as "additional insured".

F. AWARD CRITERIA BASED UPON, BUT NOT LIMITED TO:

1. Cost per copy
2. Response time capabilities
3. Technicians' experience
4. Past vendor experience with ISD 709
5. Past vendor service experience with Konica Minolta copiers of comparable models to what is owned by ISD 709
6. Ability to provide parts and toner that meet or exceed OEM specifications


Cathy Holman, Purchasing Coordinator

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 1 OF 5

NOTE: These quantities are subject to change prior to actual service agreements being made with the vendor. In addition, quantities in each segment will change during the course of the contract.

EQUIPMENT

- 1) **Konica Minolta New Accurio Press 7120 Series**
W/ GBC Punch PK-525
W/ Staple Finisher SD-510

- 1) **Konica Minolta New Accurio Press 7120 Series**
W/Saddle Finisher SD-513F
W/Punch Kit PK-525
W Folding Unit FD-504

- 2) **Konica Minolta New Accurio Press 7120 Series**
W/Staple Finisher SD-510

Total (4) Konica Minolta 7120 Series Copiers with an estimated annual total volume of 8.8 MM copies/prints per year.

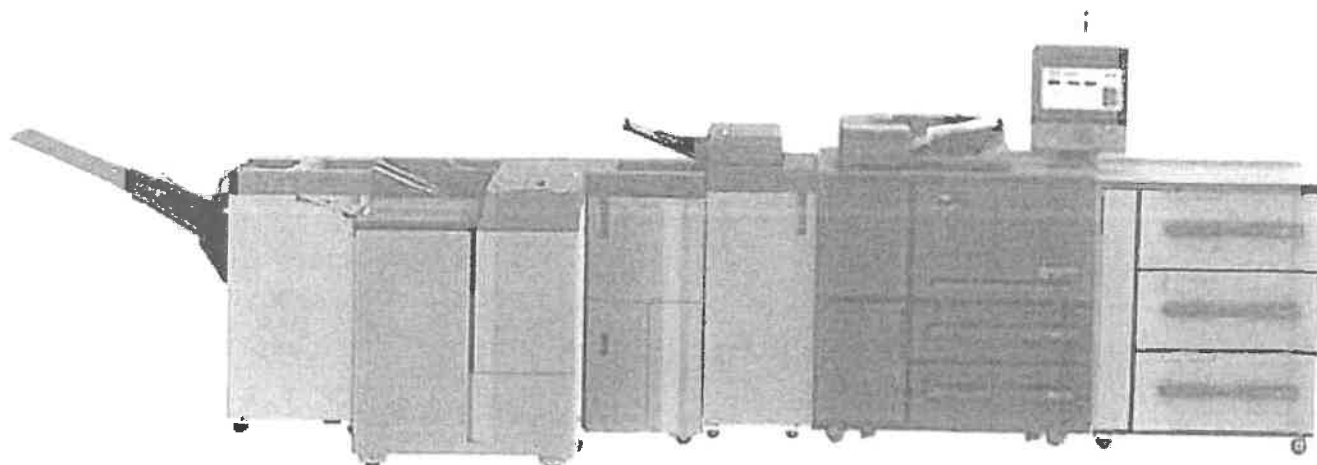
Proposed cost/per copy _____ X 8.8 Million copies estimated annual usage \$ _____



WIDTH
202.36 inches

DEPTH
56.34 inches

HEIGHT
57.48 inches



1 x NEMA L6 - 30R (Ⓢ) 3 x NEMA 5 - 15R (Ⓢ)

COLOR

B/W

PAPER SIZE
12.76 x 19.02

MAX PAPER CAPACITY (80g/m²)
8000

OPTION LIST

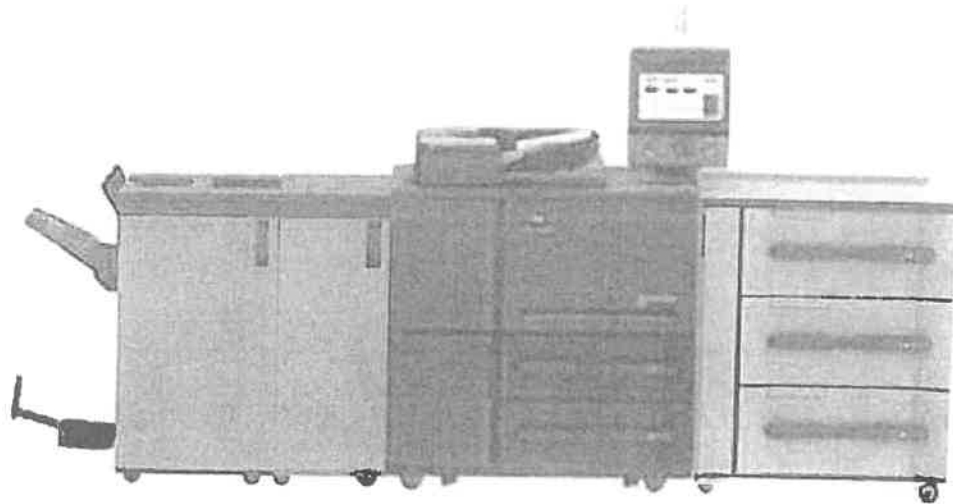
Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Folding Unit - FD-504	A65VWY1	1
Staple Finisher - FS-541	AAUUWY1	1	Saddle Stitcher - SD-513/F	A729WY1	1
Saddle Stitcher - SD-513	A65UWY2	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
Relay Unit - RU-518m	A9CEWY2	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1



WIDTH
129.72 Inches

DEPTH
35.83 Inches


HEIGHT
57.48 Inches



1 x NEMA L6 - 30R  1 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.76 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

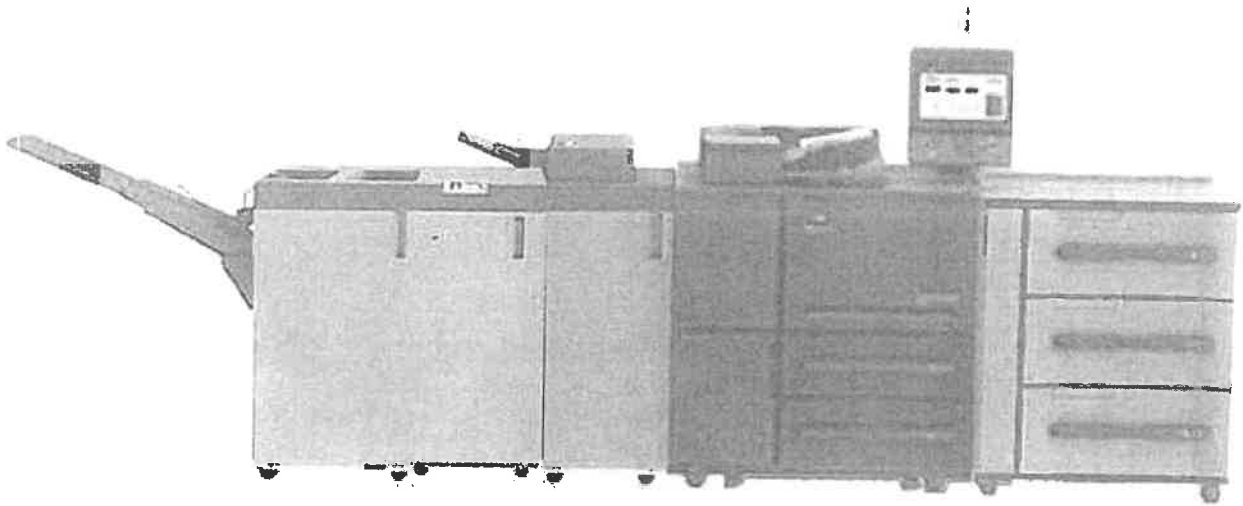
Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Saddle Stitch Kit - SD-510	A4F4WY1	1
Staple Finisher - FS-532m	A4F3WY6	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
Relay Unit - RU-510	A4FCWY2	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1



WIDTH
171 Inches

DEPTH
35.83 inches

HEIGHT
57.48 inches



1 x NEMA L6 - 30R  3 x NEMA 5 - 15R 

 **COLOR**

 **B/W**

 **PAPER SIZE**
12.78 x 19.02

 **MAX PAPER CAPACITY (80g/m²)**
8000

OPTION LIST

Name	Item No.	Quantity	Name	Item No.	Quantity
Main Body		1	Punch Kit - PK-525	AC8UW11	1
Large Capacity Unit - PF-710	A9JXWY2	1	Mount Kit for 3rd Party Options - MK-737	A6H9WY2	2
Staple Finisher - FS-541	AAUUWY1	1	DIE, CombBind, 19/21H HD	7714919	1
Relay Unit - RU-518m	A9CEWY2	1	Status Indicator Light - KONI66002BW	KONI66002BW	1
GBC PUNCH G3	WSM7724400	1	Power filter - P350030240NH - P350030240NH	P350030240NH	1

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329

B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 2 OF 5

A. ISD 709 reserves the right to add additional equipment in each segment at that existing schedule.

* All rate increases in subsequent years shall be in accordance with the Consumer Price Index for the Midwest Region and shall be negotiated from this basis.

Note: Machine count totals are not guaranteed and represent the cost per copy for the award of Request for Proposal. These figures represent the current agreement's approximate totals. These totals will fluctuate with equipment additions or deletions during the course of the contract period.

A complete equipment swap or replacement is not part of the plan for the contract period. Proposals should be based upon the equipment list provided.

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709

RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT

FORM OF PROPOSAL

PAGE 3 OF 5

B. SUPPLEMENTAL DATA

- 1. Names of other school districts and information relative to copier services your company provides at present:

<u>Name of School District:</u>	<u>No. of School Years:</u>	<u>No. of Employees:</u>	<u>No. of Copiers:</u>

- 2. Number of personnel employed by your company:

Sales:

Service Techs:

Office Personnel:

Total Personnel:

- 3. The person(s) in your company who will ensure compliance with the provisions of the contract:

_____ (Name/Title)

_____ (Name/Title)

194 VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709
RFP-329
B/W PRINT SHOP COPIER SERVICE CONTRACT
FORM OF PROPOSAL
PAGE 4 OF 5

4. Additional information, which will clarify or further explain your proposal:

VENDOR: _____

INDEPENDENT SCHOOL DISTRICT NO. 709
 RFP-329
 B/W PRINT SHOP COPIER SERVICE CONTRACT
FORM OF PROPOSAL
PAGE 5 OF 5

** No purchase will be made from an employee of the School District, nor from a member of the immediate household of an employee.

** No purchase will be made from a member of the School board, nor from a member of his/her immediate household, nor from any enterprise in which he/she holds a substantial interest, except for public utilities.

I, the person authorized to sign the Form of Proposal, have read the above policy.

This policy__ proposal. restricts __ does not restrict me, or the firm from submitting a request for

If this policy restricts you from bidding, please explain: _____

The undersigned, having carefully examined the specifications for Copier Service Contract, do hereby propose to enter into contract with Independent School District No. 709 based on the strict accordance with the specifications as per the attached.

VENDOR : _____

AUTHORIZED BY

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE: () _____ - _____



CCO #001
391

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - ISD #709- Duluth Public Schools-DNT Building
Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #001: CO #1 - Demo Reconciliation

CONTRACT COMPANY:	Donald Holm Construction 3211 W 3rd St Duluth, Minnesota 55806	CONTRACT FOR:	SC-S23075-001:RFP #318 Demolition Services
DATE CREATED:	8/19/2024	CREATED BY:	Justin Maaninga (ICS - Park Rapids, MN)
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	08/19/2024
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$69,699.36)

DESCRIPTION:
CE #001 - Demo Reconciliation
This change order reflects the demolition work not completed within the original contract. All demo work succeeding this contract is being billed directly to the customer, Duluth Public Schools.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.01 - Demo Pkg - Donald Holm Const.	Demolition Reconciliation	Other	(\$69,699.36)
Subtotal:				(\$69,699.36)
Grand Total:				(\$69,699.36)

The original (Contract Sum)	\$ 138,128.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 138,128.00
The contract sum will be decreased by this Change Order in the amount of	(\$69,699.36)
The new contract sum including this Change Order will be	\$ 68,428.64
The contract time will not be changed by this Change Order by 0 days	

Donald Holm Construction
3211 W 3rd St
Duluth Minnesota 55806

ICS - Park Rapids, MN
104 Park Avenue North, Suite 201
Park Rapids Minnesota 56470

Duluth Public Schools ISD #709
4316 Rice Lake Road
Duluth Minnesota 55811

Signed by:

SIGNATURE 9FF4E5... DATE 8/20/2024

DocuSigned by:

SIGNATURE DD4BB... DATE 8/19/2024

Signed by:

SIGNATURE B545E... DATE 8/20/2024

CHANGE ORDER

Project Name:	INDEPENDENT SCHOOL DISTRICT 709-2024.05-Switch Config/Label	Project Manager:
Customer Name:	Duluth Independent School District No. 709 (MN)	Staci Retzlaff 608-216-4029 staci.retzlaff@cdw.com
CDW Affiliate:	CDW Government, LLC	
Drafted By:	Staci Retzlaff	
Effective Date:	August 12, 2024	Requesting Party:
Contract#/Change ID:	129570 - 01	CDW

This change order (“**Change Order**” or “**CO**”) is made and entered into this August 12, 2024 (the “**Effective Date**”) by and between the undersigned, CDW Government, LLC (“**Seller**” and “**we**”), and Duluth Independent School District No. 709 (MN) (“**Customer**” and “**you**”), and amends that certain INDEPENDENT SCHOOL DISTRICT 709-2024.05-Switch Config/Label Statement of Work made effective May 31, 2024

CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$8,400.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 40 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer – Per Hour	\$210.00	40	\$ 8,400.00
Estimated Totals		40.00	\$ 8,400.00

Budget Code: 01 E 012 108 000 305 000

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates above, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment. In the event a Master Services Agreement (MSA) is in place, the terms of the MSA take precedence.

The rates above only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

SIGNATURES

In acknowledgement that the parties below have read and understood this Change Order and agree to be bound by it, each party has caused this Change Order to be signed and transferred by its respective authorized representative.

CDW Government, LLC

By: _____
signature

Name: _____

Title: _____

Date: _____

Duluth Independent School District No. 709 (MN)

By: Simone Zunic
signature

Name: Simone Zunic

Title: Exec. Dir. Business Services

Date: 9/5/24

The following Manager has given approval:

AMAZON INCREASE IN SERVICES (INFORMATIONAL)

A staff member received a \$500 stipend in the form of an Amazon gift card for completing MCP modules. Because it was not personal funds that paid for the class, the gift card was attached to her district account. Our current system is invoice payment only, no gift cards. Because we did not want her to lose this opportunity another Amazon group has been created.

The group is entitled "Direct Pay Group" and the gift certificate recipient must work directly with Cathy Holman in purchasing to redeem their gift card. She will place them in the Direct Pay Group to spend up to the total of their gift card without going over. Since this purchase is on a gift card and not from a district budget, their order will be approved and processed by Cathy Holman.

Once the order is received, Cathy will remove their name from the Direct Pay Group allowing them to continue to use the protocol in place, creating a wish list and sharing it with their requisitioner.

**Expenditure Contracts Signed
August 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
CDW-G	\$48,000.00*	Technology (DU)	Network Engineer services
Lake Superior College	\$3,000.00 / course / teacher	TLE (DR)	2024-25 College in the Schools (CITS) services
National Audio Visual	\$10,000.00*	TLE (DR)	2024-25 audio/visual support for staff development events
Blackbird Revolt	\$3,590.00*	TLE (DR)	Design services for Duluth Adult Education program
TFS Results	\$4,800.00*	TLE (DR)	CTE services for 2024-25 school year
Fuel Education	\$48,000.00*	TLE (DR)	ALC/AEO learning hub course seat license for 2024-25 school year
Renaissance	\$10,550.00*	TLE (DR)	Staff development services – SMW Virtual Refresher Workshop and Champions Remote Academy Package
Duluth Area Family YMCA	\$14,400.00	TLE (DU)	Gym rental/services for students attending ALC for 2024-25 school year
Booster	TBD	Homecroft ES (DU)	Fundraising platform services – Booster receives



STATEMENT OF WORK

Project Name:	DV_TS INDEPENDENT SCHOOL DISTRICT 709-2024.08-Staff Aug-Net Admin II	Seller Representative: Dave Donarski +1 (847) 4656000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	August 26, 2024	Digital Velocity BDM: Jenna Camphouse-Ferrante
Drafted By	Chris Garman	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider,**” and “**Seller,**”) and Duluth Independent School District No. 709 (MN) (“**Customer,**” and “**Client,**”).

This SOW shall be governed by that certain Sourcewell Vendor Agreement 071321#CDW between CDW Government LLC and Sourcewell effective November 13, 2021 (the “**Agreement**”) If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE:

Seller will provide Customer with one (1) Network Engineer for a staff augmentation engagement, to perform under the technical direction of Customer.

The following project requirements are detailed below.

- Responsible for the operation of the Customer’s network infrastructure, including LAN/WAN, Internet, IP Telephony, Video Security and System Security.
- Includes designing, implementing, and maintaining the network infrastructure to support the district curriculum and administrative requirements.
- Leading and coordinating the work of the network technical support staff to provide the highest quality of system reliability, support and services to Customer’s students and staff.
- Provides assistance to Customer staff with technology problems requiring expert troubleshooting and problem analysis.
- Provides monthly summary reports that would identify systems status, failures, deficiencies, and potential system issues.

- Coordinates, when necessary, direct assistance from manufacturers and vendors, including auditing and checking for accuracy of vendor billing. ³⁹⁷

Essential Duties:

- Oversees the operations of the Customer's network infrastructure systems, including security, data, voice, and video cabling.
- Evaluates, analyzes and resolves problems within the within the Customer's network infrastructure systems.
- Designs and implements solutions to ensure a minimum delay and maximum support to curriculum and administration systems for employees using these systems.
- Acts as a technical expert to assist district employees and technical support staff with complex network problems.
- Handles difficult and complex network problems that cannot be resolved by other departmental technical support staff.
- Develops monthly summary reports that will track system reliability that are used to identify problems and prevent system failures.
- Lead and coordinate the work of the network technical support staff, by providing direction, training and assistance with problems encountered by staff.
- Ensures that quality control of system and services, with an emphasis on customer satisfaction, is provided to Customer employees using the network infrastructure and system devices.
- Reviews and utilizes systems to monitor, maintain, and identify potential issues in the design and reliability of the network infrastructure and attached system.
- Assigns duties for most project management within the Network Infrastructure area for the department. Performs other related Customer technology duties as needed/required.
- Researches and maintains knowledge of current network and end user device technologies to ensure Customer awareness of state of the art software and hardware.
- Reviews, tests and determines technology systems and network hardware/software components meet standards for quality and network compatibility.
- Select equipment for purchase or to be placed on approved standards list for purchasing by the Customer.
- Reviews and makes recommendations for effective and efficient Customer technology related system improvements.
- Prepare written monthly report that will identify major network systems and track status, failures and potential system issues.
- Plan and budget for future acquisitions and upgrades to equipment and software. The TCO and ROI models will be used to support changes or purchase of new systems and equipment.
- Develop technical specifications (BDID's) and requests for proposals (RFP's). Reviews bids and proposals and help makes recommendations for vendor selection.
- Assists the Technology Manager with the development of Customer Technology Plan, Disaster Recovery Plan (DRP), E-Rate, Telecommunication Equity Aid as well as technology grants/funding.
- Develop a professional development plan, including professional development funded and not funded by Customer funds for all reporting staff.
- Evaluates performance and resolves a wide variety of concerns and complaints

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer will provide timely review and approval of weekly timesheets, in accordance with pay periods. Unapproved timecards will be considered automatically approved if Customer fails to approve timecard within 3 business days of being notified that timecard is ready to approve. Such approval of timesheets and hours shall constitute as acceptance of services provided by Seller.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table below).

Services Fees of \$48,000.00 is merely an estimate and does not represent a fixed fee. Neither the Billable Units of 320 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Unit Type	Unit Rate	Billable Units	Subtotal
Network Engineer II – Per Hour	\$150.00	320	\$48,000.00
Estimated Totals		320	\$48,000.00

Under no circumstances and notwithstanding anything to the contrary, Customer shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the Network Engineer to leave the employ of Seller, or hire or engage such Network Engineer.

EXPENSES

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

Travel time will not be billed for this project.

Travel Notice

The parties agree that there will be no travel required for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“Customer-Designated Locations”)

Location	Address
Technology Office	709 Portia Johnson Dr, Duluth, MN 55806

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government, LLC

Duluth Independent School District No. 709 (MN)

By: _____
Name: _____
Title: _____
Date: _____

By: *Simone Zunic*
Name: *Simone Zunic*
Title: *Exec. Dir. Business Services*
Date: *8/27/24*

Budget Code: 01E 012 108000 305000

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College Instructor Mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.

- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2024 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2024 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on *July 1, 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 contract have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.** This contract may be canceled by the DISTRICT or MINNESOTA STATE 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 MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. **AUTHORIZED REPRESENTATIVES.**

a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Jennifer Larva
 Title: Director of Curriculum and Instruction
 Address: 215 N 1st Avenue East; Duluth MN 55802
 Telephone: 218-336-8700 x 1007
 E-Mail: jennifer.larva@isd709.org

b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa
 Title: College in the Schools Director
 Address: 2101 Trinity Road, Duluth MN 55811
 Telephone: 218-733-5916
 E-Mail: stephanie.wainionpaa@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. **ASSIGNMENT.** Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE’s liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

10. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract.

The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

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.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	
DocuSigned by:	
<i>Linda Kingston</i>	
Title	VP Academic and Student Affairs
Date	6/24/2024 9:38:08 PM CDT

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

By (authorized signature)	
DocuSigned by:	
<i>Simone</i>	
Title	Exec. Dir. of Finance and Business Services
Date	6/26/2024 9:46:17 AM CDT

By (authorized signature)	
Title	
Date	

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)	
DocuSigned by:	
<i>Michelle Phernetton</i>	
Title	Director of Business Services
Date	8/12/2024 10:11:43 AM CDT

Attachment A - 2024-2025 LSC CITS COURSES

Cost: \$33,000.00

The following 11 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
Denfeld	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
(3) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(4) Denfeld	MATH 1150	Pre-Calculus	4	Tim White	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring
(6) East	ALTH 1400**	Introduction to Allied Health	2	Kimberly Olson	Fall
East	ALTH 1410**	Medical Terminology	1	Kimberly Olson	Fall
(7) East	ART 1138	Ceramics I	3	James Carlson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

** Indicates courses that are considered one course for one fee

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org

East Principal	Kelly Flohaug
East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

Certificate Of Completion

Envelope Id: 030163A51DE048FBA2FB855CEFC2EC83
 Subject: Complete with DocuSign: LSC CITS Contract - Duluth Public Schools AY2025.docx
 Source Envelope:
 Document Pages: 7 Signatures: 3
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Michael Francisco
 30 7th St E Ste 350
 Saint Paul, MN 55101
 michael.francisco@lsc.edu
 IP Address: 204.77.44.52

Record Tracking

Status: Original
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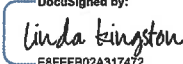
Holder: Michael Francisco
 michael.francisco@lsc.edu

Location: DocuSign

Signer Events

Linda Kingston
 linda.kingston@lsc.edu
 VP Academic and Student Affairs
 Lake Superior College
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 38.100.27.154


Timestamp

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 Viewed: 6/24/2024 9:37:48 PM
 Signed: 6/24/2024 9:38:08 PM

Electronic Record and Signature Disclosure:

Accepted: 6/24/2024 9:37:48 PM
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simone
 Simone.zunich@isd709.org
 Exec. Dir. of Finance and Business Services
 Isd #709 Duluth Public Schools
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

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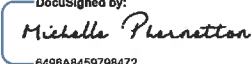
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 Signed: 6/26/2024 9:46:17 AM

Electronic Record and Signature Disclosure:

Accepted: 6/26/2024 9:45:24 AM
 ID: 2b851494-59fc-4711-8937-f2c8cee105a8

Michelle Phernetton
 michelle.phernetton@lsc.edu
 Director of Business Services
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 649BA8459798472...

Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.44.52

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 Signed: 8/12/2024 10:11:43 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Jennifer Larva
jennifer.larva@isd709.org
Jennifer Larva
Security Level: Email, Account Authentication
(None)

Status

COPIED

Timestamp

Sent: 6/26/2024 6:22:53 AM
Viewed: 6/26/2024 8:38:33 AM

410

Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
Certified Delivered Security Checked
Signing Complete Security Checked
Completed Security Checked

6/18/2024 10:36:25 AM
8/12/2024 10:07:41 AM
8/12/2024 10:11:43 AM
8/12/2024 10:11:43 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Minnesota State Colleges and Universities (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Minnesota State Colleges and Universities:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.noble-olson@minnstate.edu

To advise Minnesota State Colleges and Universities of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.noble-olson@minnstate.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Minnesota State Colleges and Universities

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Minnesota State Colleges and Universities

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michael.noble-olson@minnstate.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Minnesota State Colleges and Universities as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Minnesota State Colleges and Universities during the course of your relationship with Minnesota State Colleges and Universities.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of August 26, 2024 and shall remain in effect until June 30, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

National Audio Visual will provide all audio and visual support for Professional Development Days for Duluth Public Schools for the 24-25 school year. Equipment that will be provided by National Audio Visual may include (but not limited to): computer, microphone (portable), lighting to ensure quality sound and visuals for staff. National Audio Visual will live stream all sessions. Prior to any Professional Development Day, National Audio will be available for set up the day before any needed Professional Development.

Dates may include:

August 27, 2024 - Professional Development at Denfeld and East high School
 October 14, 2024 - Professional Development Day - location details to follow
 October 27, 2024 - Professional Development Day - location details to follow
 December 23, 2024 - Professional Development Day - location details to follow
 February 24, 2025 - Professional Development Day - location details to follow
 May 27, 2025 - Professional Development Day - location details to follow

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 \$10,000 in total for the 24-25 school year.

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: Joan Lancour , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) National Audio Visual, 504 East Fourth Street, Duluth, MN 558905.

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:

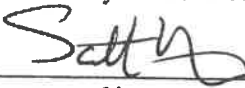

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 83 · 1840845 8/13/24
SSN/Tax ID Number Date

 Program Director 8/14/2024
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair 8.16.24
Date





20 AUGUST 2024

Blackbird Revolt, LLC Services Agreement

PARTIES

The parties to this agreement are Blackbird Revolt, LLC and **Duluth Adult Education ISD709**(hereafter referred to as "the partner", "partner", "the Client", or "Client").

SCOPE OF SERVICES

The services to be provided by Blackbird Revolt, LLC are as described below:

T-Shirt Design

- 1 style representing all programs

Slogan Stickers

- The best DAE of your life
- Seize the DAE
- It's a new DAE
- This is your DAE

Posters

- GED-Diploma program
- English Language program
- College Prep program
- Core Skills program
- All programs

Postcard

PAYMENT

Payment for services

The Client shall pay for services in 2 installments of **\$1,795**. These installments shall be paid within 30 days of each invoice. The Client shall pay for services total amount equaling **\$3,590**.



Reimbursement of expenses

Blackbird Revolt, LLC will be reimbursed for actual, reasonable and necessary expenses incurred in the performance of services.

Invoices

For short term projects or work, an invoice for services shall be submitted upon completion of agreement. The Client will process and pay bills within thirty (30) days from receipt.

Cancellation & Rejection Fees

- Upon cancellation of agreement prior to completion of the design phase, the Client shall pay 25% of total costs for services **(\$897.50)**
- Upon cancellation of agreement prior to completion of the production phase, the Client shall pay 50% of total costs for services **(\$1,795)**
- Upon cancellation of agreement after work has been completed, the Client shall pay 100% of total costs for services **(\$3,590)**

Audit of Records

Blackbird Revolt, LLC shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the Client for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Blackbird Revolt, LLC.

REVISIONS, ALTERATIONS, & APPROVAL

Revisions

Each deliverable includes one round of revisions. Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work" and added to the final invoice at \$400 per round.

Iterations

During the design phase, if the client/partner requires the creative team to redesign or re-iterate vectored concepts, an iteration fee of \$180/hour will be added to the final invoice.

Approval

Angie Frank will act as the primary representative between Blackbird Revolt & the Client. All feedback should be provided through meetings and/or via email.



TIMEFRAME

Dates

Blackbird Revolt, LLC will complete all services by **October 15, 2024**.

Due dates for material and feedback will be articulated by the creative team at the start of each project and/or assets. Extension charges occur when the feedback or content is delivered beyond the date necessary for the creative team. Extension fees can be avoided by requesting a change to the timeline and due date in advance through communication via email.

Final design work will begin once The Client has delivered 100% of the necessary content and elements. Each day the design is delayed will add an additional day to the timeline. These project extension days will result in an additional \$85 per day charge.

Note: Each project varies in timeline and scope. We will complete all services within an agreed upon timeline unless timeline changes are made and agreed upon.

Our offices are closed on Fridays. Any due dates should be set between Monday and EOD Thursday. If feedback or content is delayed and the creative team may work Friday, if the client needs to maintain a due date, for an additional hourly fee of \$180.

Unforeseen Circumstances

Extension of time for unforeseen circumstances. In the event that the Blackbird Revolt, LLC is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Blackbird Revolt, LLC's reasonable control, such as war, unrest, police violence, strikes, lockouts, natural disasters, pandemics, blackouts, or emergencies such as medical, or work slowdown or stoppage of Blackbird Revolt, LLC's employees or subcontractors due to these circumstances, Blackbird Revolt, LLC shall inform the Client of the additional time required to perform the work.

METHOD OF COMMUNICATION

We will use email as our primary method of communication. Communication in person, via video chat, or over the phone are encouraged and acceptable. We do request that any design or project changes/edits/revisions be made through email (changes can be articulated through other avenues, but email ensures the changes are documented properly). Other methods of communication are acceptable as long as all parties agree on what those methods will be.



EXPECTATIONS

The project outlined in this agreement is priced based on time, deliverables, expertise, and other relevant components. We set aside the appropriate time and parameters to create the deliverables. If the Client/Partner would like to have more frequent communication or unrestricted access to our creative team, additional fees or a retainer can be set up to match those expectations.

In addition, throughout the course of the partnership, it is expected that all parties will respect the boundaries of each party throughout the project. To understand more about Blackbird's boundaries and expectations, review our guide [Taking Flight with Blackbird](#).

ISSUE RESOLUTION

In the event that the client encounters any issues, concerns, or dissatisfaction with members of the creative team or the creative process, the client agrees to promptly notify the business managers in writing. The client shall provide a detailed description of the matter, including relevant facts and circumstances, and shall make reasonable efforts to cooperate with the business managers in resolving the issue.

The business managers, upon receiving notice of such concerns, shall make diligent efforts to address and resolve the issues in a timely manner. Both parties agree to engage in good-faith discussions and negotiations to find an amicable solution that meets the mutual satisfaction of all parties involved.

Failure to promptly notify the business managers of any concerns or issues in accordance with this clause may limit the client's ability to seek remedies or adjustments at a later date. This provision is intended to facilitate effective communication and collaborative resolution between the parties to ensure the successful execution of the creative project.

STANDARD OF PERFORMANCE

Blackbird Revolt, LLC's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Blackbird Revolt, LLC's profession currently practicing under similar conditions.



ASSIGNMENT

Blackbird Revolt, LLC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this agreement without the express written consent of the Client in each instance.

SUBCONTRACTORS

Blackbird Revolt, LLC will perform the work personally. Blackbird Revolt, LLC may subcontract work when necessary for the completion of the project

OWNERSHIP OF WORK PRODUCT

All final deliverables provided by Blackbird Revolt, LLC under this Agreement shall be for the use of the Client other than for the promotional use of Blackbird Revolt, LLC. All preparation materials, sketches, drafts, artwork, digital files, and other visual presentation materials remain the property of Blackbird Revolt, LLC.

FORMAT OF DELIVERABLES

Deliverables submitted to the Client in electronic format shall be formatted according to specifications provided by the Client. These deliverables should be in the following format(s):

- PDF, JPG, INDD, EPS, or otherwise noted by the client

CONFIDENTIALITY

Blackbird Revolt, LLC agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Blackbird Revolt, LLC's scope of work or subsequent promotional purposes. Blackbird Revolt, LLC's obligations under this paragraph shall survive the termination of this agreement.

TERMINATION OR ABANDONMENT

Upon receipt of a notice of termination, Blackbird Revolt, LLC shall perform no further work except as specified in the notice. Client is responsible for payment for all expenses incurred and any work done toward the completion of the project based on the percentage of project completed. Should Client cancel the project following its completion,



Client is responsible for full payment as per the above estimate plus all other expenses incurred.

ELECTRONIC COMMUNICATIONS

During the course of this agreement, communications may occur through the exchange of electronic versions of documents and emails using commercially available computer software and Internet access. Blackbird Revolt, LLC and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of viruses, or similar destructive electronic programs. The Client agrees to exercise the necessary precautions to avoid spreading a computer virus. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Neither party can guarantee that its respective communications and documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

INTEGRATION AND MODIFICATION

This agreement represents the entire understanding of the Client and Blackbird Revolt, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified, amended, or altered except in writing signed by the Client and Blackbird Revolt, LLC.

ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this agreement, and that the decision of whether or not to seek the advice of counsel with respect to this agreement is a decision which is the sole responsibility of each of the parties hereto. This agreement shall not be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the agreement.

INDEPENDENT REVIEW

Each party hereto declares and represents that in entering this agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this agreement is being made without reliance upon any statement or representation not



contained herein of any other party, or any representative, agent, or attorney of any other party.

TIME

Any reference to days means calendar days unless otherwise specifically stated.

TAXES

The client shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

SIGNATURES

The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties have executed this agreement on the following date: August 20, 2024.

Client

By: Simone Zurich
(Signature)

By: Simone Zurich
(Printed Name)

Title: Exec. Dir. Business Services

Blackbird Revolt, LLC

By: Janelle Moses
(Signature)

By: Janelle Moses
(Printed Name)

Title: Business Manager

Budget Code: 04E 005 520 322 305 000



Mark C. Perna
Speaker, Author, and CEO

Monday, July 22, 2024
PROPOSAL

Duluth Public Schools
709 Portia Johnson Dr.
Duluth, MN 55811
Attn: Danette Seboe

Dear Danette,

It is with great pleasure that I present you with this proposal with information and pricing regarding our ability to partner with Duluth Public Schools in the long-term delivery of high-quality products and services.

Description	Quantity	Unit Price	Total Amount Due
Education with Purpose® and Career Tree® Initial Development and License Fee	1	\$4,800.00	\$4,800.00
TOTAL DUE			\$4,800.00

Terms and Conditions: Upon receipt of the Initial Development Fee, TFS Results will grant Duluth Public Schools the right to use the phrases “Education with Purpose®” and “Career Tree®” along with all materials, strategies, best practices, images, classroom tools, curriculum guides, online resources, and additional materials available from TFS Results as they relate to the Career Tree® and Education with Purpose® until June 30, 2025. At that time, a new agreement and license is required.

This year’s one-time Initial Development Fee and all future years’ Annual Renewal Fees do not include the cost for any professional development, additional classroom tools, or professionally printed worksheets and marketing materials required, and therefore any needed additional products and services will be at an additional cost and must be designed, produced, and provided exclusively by TFS Results. No other company or entity has the right or permission to design, produce, or deliver implementation support, professional development, or materials covered by this Annual Limited Use License. Shipping for materials is additional and can be estimated upon request.

The Education with Purpose® and Career Tree® name, image, and strategies are trademarks and copyrights of Mark C. Perna and TFS Results. Any use of this intellectual property, in whole or in part, without permission is strictly prohibited by law. To maintain continued access to and use of these phrases and materials, the current Annual Renewal Fee must be paid at the start of each fiscal year. TFS Results reserves the right to adjust fees as needed.

TFS Results grants Duluth Public Schools permission to use images of the Career Tree® on its own social media pages and websites for the sole purpose of promoting Career Tree within their organizations. Any use by, duplication of, or sharing of these materials with other organizations outside of Duluth Public Schools, in whole or in part, without written permission from TFS Results, is strictly prohibited by law.

Due to the many Duluth Public Schools factors outside the control of TFS Results, there are no guarantees of performance made or implied regarding the use of Education with Purpose® and the Career Tree®.

Budget Code: 01E 005 610 830 406 000



Mark C. Perna
Speaker, Author, and CEO

Monday, July 22, 2024
PROPOSAL

Danette, we are looking forward to moving ahead and having the opportunity to thoroughly delight you, your entire organization, and your students. If we can be of any further assistance to you, please call Kristy Warrell or myself at 330.840.2680 at any time. We truly appreciate this opportunity to work closely with you!

Please scan and return the approved proposal to kristy.warrell@tfsresults.com.

Warmest Regards,

Mark

Mark C. Perna
Speaker, Author, and CEO

Approved:

X

Simone Zurich

Printed Name:

Simone Zurich

Organization:

Duluth Public Schools

Date:

8.16.24



This Online Educational Products and Services Order (this "Order"), dated as of 9/2/2024 (the "Order Effective Date"), is between Duluth Public School District, 215 N 1st Ave E, Duluth, MN 55802 ("Customer") and Fuel Education LLC ("FuelEd"), 11720 Plaza America Dr., 9th Floor, Reston, VA 20190. This Order incorporates and is in all respects subject to the FuelEd Online Educational Products and Services Agreement Terms (the "Terms") that is published at <https://www.stridelearning.com/learning-solutions/products-and-services-agreement-terms.html> on the date that this Order bears the signatures of both Customer and FuelEd. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer:

Signature: *Simone Zunic*

Date: 8.13.24

Name (Print): Simone Zunic

Title: Exec. Dir. Business Services

Accepted by FuelEd:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

1. **Period:** 9/2/2024 through 9/1/2025 and is not eligible for a renewal period.
2. **Territory:** Students served by Duluth Public School District, MN
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

Qty	Product	Product Description	Unit Price	Total Price
500	Learning Hub Course Seat License	License for enrollment in one student in one course. This license is reusable. Includes content and hosting. Materials are ordered separately.	\$96.00	\$48,000.00

Note: The price quoted above represents the pro-rated cost of the ordered Educational Products and Services. Upon renewal, such products and services will be offered at the full annual rate.

FuelEd reserves the right to replace or substitute any product offerings set forth in this Order for another similar product or service, subject to availability.

4. Description of Educational Products.

FuelEd Online Courses:

FuelEd course includes content as described in the course catalog. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be subject to all of the Terms. The Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and the Customer may be responsible for procuring such materials. A complete list of required materials may be accessed at <https://www.fueleducation.com/materials>.

5. Description of Services.

Hosting Solution:

The set-up, configuration, and hosting of the applicable courseware for the delivery of courses for the provision of educational services to students in the Territory and enrolled in Customer's educational programs.

6. Billing Terms.

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms unless otherwise specified on this Order. Customer shall be invoiced monthly and all invoices shall be payable Net 30 days from Customers receipt of invoice. Notwithstanding the foregoing, Customer will be invoiced for all Enterprise, Site or Enrolled User, ELL, and Portable online course licenses promptly the following order and there is no refund or credit for those licenses.

Learning Hub Course Seat License:

Customer will be invoiced in full for the unit price of the license upon Order. Customer may enroll another student in place of the withdrawn student for no additional fee. This license is transferable. If during the Period the customer enrolls students in Learning Hub Course Seat Licenses in addition to those ordered hereunder, Customer will be invoiced monthly for enrollments exceeding the quantity purchased in the table above. All payments are due within thirty (30) days of the Customer's receipt of the invoice. There is no refund or credit for withdrawals occurring after fourteen (14) days from enrollment. No other refunds, credits, or cancellations are allowed. In FuelEd's sole discretion, FuelEd reserves the right to audit enrollments and invoice at the unit price if Customer exceeds three students per license in the Learning Hub Content Course License.

ALC

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
 www.renaissance.com

430

Duluth School District 709 - 161520

Reference ID: 749093

709 Portia Johnson Dr

Duluth, MN 55811-2898

Contact: Jen Larva - (218) 336-8700

Email: jennifer.larva@isd709.org

Quote Summary


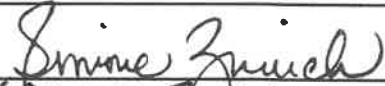
School Count: 1

Renaissance Products & Services Total	\$10,550.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$10,550.00

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

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

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

Renaissance Learning, Inc.	Duluth School District 709 - 161520
	By: 
Name: Ted Wolf	Name: <i>Simone Zurch</i>
Title: VP - Corporate Controller	Title: <i>Exec. Dir. Business Services</i>
Date: 8/29/2024	Date: <i>8.29.24</i>
	Invoice Date:

Email: electronicorders@renaissance.com

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

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Erin Folles at (707)690-4331, Thank You.

01 E 005 211 161 303 013

2911 Peach Street, Wisconsin Rapids WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

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

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

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

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

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

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Duluth School District 709 - 161520

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Professional Services					
SMW Virtual Refresher Workshop		1	\$500.00	\$0.00	\$500.00
Champions Remote Academy Package (24 Remote Hours)		1	\$10,050.00	\$0.00	\$10,050.00
Duluth School District 709 Total				\$0.00	\$10,550.00

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**DULUTH AREA FAMILY YMCA
and Duluth ISD 709
Service Agreement 2024-2025**

This agreement between the Duluth Area Family YMCA (YMCA) and Duluth ISD 709, effective September 1, 2024, is intended to provide services to AEO/ALC students. Under this agreement, the YMCA agrees to provide:

- Memberships for all currently enrolled AEO/ALC students for the school year, beginning September 1, 2024 and ending June 30 2025.
- Complimentary use of the full gym up to 40 hours of throughout the school year.
- Rental of gym space through school year if requested at cost of \$35.00 per hour per 1/2 gym space
- Additional exclusive rental space can be provided if needed at 50% off listed rental rates.
- Invitation for AEO/ALC families and staff to come for free to the Y, the 1st Saturday of each month, during the school year.
- All new student members would be required to participate in an orientation in our Wellness Center. One free personal training session is available to all students as well.
- Instruction for PE students on Wellness Center equipment/activities can be provided at a reduced rate of \$45.00 per hour with a certified personal trainer (If the Y has a Health and Wellness intern this service may be provided free of charge, if scheduling allows).
- At the end of the school year, for the summer months, there will be an option to continue memberships at a cost of \$856.00 per month.

For these services, ISD 709 agrees to pay \$1200.00 per month, beginning September 1, 2024, with the potential for a rate increase effective January 1, 2025 up to \$1236.00 per month.

The Y welcomes the opportunity to provide additional resources for ISD 709. Should additional programming be required, staffing fees will be at a rate of \$25.00 to \$45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/3/24

Signature ISD 709 Representative

Date: 9/3/24

Merchant Account Program



Hello,

Thank you for choosing Booster to serve your school. We are excited to get started! This Merchant Account Program Agreement, by and between Booster and [Homecroft Elementary School], effective as of [09/01/24] (this "Agreement") governs your use of the Service as further set forth and defined herein.

You have chosen to allow your supporters to pay via credit card payments and have those payments routed through the Booster merchant account (the "Service"). This Service, provided by Booster, is specifically reserved for school partners who, for various reasons, have current restrictions in place prohibiting credit card payments from being deposited directly into their bank account. Booster has agreed to receive the credit card payments on your behalf and settle amounts due at the end of the collections process. You remain solely and primarily liable for ensuring that you obtain all consents necessary to enable Booster to process such payments on your behalf and you shall defend, indemnify and hold harmless Booster from and against any claim resulting from your failure to obtain such consent necessary for Booster's payment processing.

All funds collected on your school's behalf are segregated from the main operating funds of Booster Enterprises, Inc. via a separate bank account held with a separate banking institution (currently, Bank of America) from Booster's main operating account (currently, First Horizon Bank) in accordance with applicable laws. You understand and agree that your use of the Service may be subject to certain terms and conditions of the separate banking institution or main operating account utilized by Booster. Booster's banking institution or main operating account may be changed at any time in Booster's sole discretion without notice to you. The sole purpose of this bank account is to house and disburse credit card donations collected on behalf of schools. All donations collected on behalf of the school are considered donations "for the use of" the school as defined in IRS Publication 526 and this form serves as the legal arrangement between Booster and the school.

At the conclusion of your program, the collections process will begin:

- You (School) will collect and retain all cash and check donations
- We (Booster) will collect and retain all credit card donations on your behalf.

You have 2 options to receive your portion of the Booster collected funds, which you shall provide in writing to Booster:

1. As each count is completed
2. At the end of the count process

Throughout the count process, your Client Care Consultant (C3) will ensure the amount due to both parties is accurate and kept in an organized manner given that the collected funds are held by two different parties.

When the home office sends a check to your school, we will subtract the amount we are owed from the check amount.

We use reasonable efforts to ensure that checks are sent out within 2 days of request from the C3 and may take up to 2 weeks to reach your school.

You acknowledge and agree that Booster may terminate the Service at any time upon written notice to you.

The Service is provided on a strictly "as-is" basis, with all faults and Booster hereby disclaims any and all warranties relating thereto, whether express or implied, including without limitation, those implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. Except where prohibited by law, Booster's total, aggregate liability arising hereunder shall be limited to the fees actually collected by Booster in the three (3) months immediately preceding the event giving rise to such claim, and under no circumstances shall Booster be liable for any indirect, consequential, incidental or punitive damages.

Merchant Account Program



The Agreement constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter of the Agreement. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, reject, or supplement the Agreement shall be binding unless made in writing and signed by both parties, expressly and specifically referencing the. No waiver by either party with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in a writing signed by both parties, specifically referencing the Agreement. Nothing in the Agreement confers upon any person other than you any right or remedy under or by reason of this Agreement. All notices or other communications required or permitted to be given under the Agreement must be in writing and will be deemed to have been sufficiently given when delivered in person (with written confirmation of receipt), on the second business day after mailing via a responsible international courier, or on the fifth business day after mailing by first class registered or certified mail, postage prepaid, to the address as either party may specify from time to time in writing or transmitted electronically if confirmed in writing by one of the above methods. Amendments and modifications to this Agreement will be effective only if written and signed by duly authorized representatives of both parties. The parties may execute this Agreement in counterparts, and each part when executed and combined with the other that is executed shall form the entire agreement. This Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to any conflict of law principles. The parties hereto are independent contractors of one another and nothing herein shall be construed to create any agency, partnership, joint venture or employment relationship between the parties hereto.

If you have any concerns or questions during this process please don't hesitate to reach out. We are here to help!

As part of your acknowledgement of the information above, please sign and date below:

Thank you for partnering with Booster!

Homecroft Elementary School
School Name

Simone Zunich
Representative Name (printed)


Representative Name (signature)

09/05/2024
Date

Booster Enterprises, Inc.

Adam Ridenour
Representative Name (printed)


Representative Name (signature)

5/30/2024
Date

**No Cost Contracts Signed
August 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
SMDC Medical Center	TLE (Residentials)	SMDC Medical Center will provide district support at its Amberwing facility for the 2024-25 school year

Amended and Restated Memorandum of Understanding

Between SMDC Medical Center and Duluth Public School District, ISD #709

This Amended and Restated Memorandum of Understanding ("Amended and Restated MOU") is between SMDC Medical Center ("SMDC") and Duluth Public School District, Independent School District #709 ("District") and is retroactively effective as of July 1, 2024 ("Effective Date").

RECITALS

WHEREAS, SMDC and District entered into a Memorandum of Understanding effective April 7, 2020 ("2020 MOU"); and

WHEREAS, although the 2020 MOU expired July 1, 2021 per its terms, the parties have continued to operate under the 2020 MOU as if it had not expired, and therefore the parties have agreed to make this Amended and Restated MOU retroactively effective to July 1, 2024; and July 1, 2024 – June 30, 2027

WHEREAS, SMDC is a Minnesota non-profit corporation and operates an outpatient mental health service principally for children, adolescents, and young adults, and such program is called the Amberwing Partial Hospitalization Program ("Program"), also known as Superior Academy for ISD 709, located at 615 Pecan Avenue, Duluth, MN 55811; and

WHEREAS, certain of the patients in the Program are enrolled in school in grades K-12 ("Students"); and

WHEREAS, while enrolled in the Program, Students would be unable to attend classes at their applicable school; and

WHEREAS, continuing of the Student's education is a requirement of the Program. SMDC and District wish to work cooperatively to facilitate Students maintaining the Students' educational curriculum while enrolled in the Program.

NOW, THEREFORE, the District and SMDC wish to enter into this Amended and Restated MOU.

1. Roles of District ROLES AND RESPONSIBILITIES

- a. District shall provide up to two teachers (the "Teachers") at District's expense, to be at Amberwing full time during regular school hours and days during the term to Teach the Students.
- b. Teachers shall facilitate the maintenance of educational curriculum of the Students which shall include assistance with homework, educational testing and assessment and group and individual instruction appropriate to grade and achievement levels ("Teach").
- c. District shall ensure, and shall provide such written confirmation to SMDC upon SMDC's request, that the Teachers are fully qualified to perform the Teaching duties, including being licensed and credentialed in the state of Minnesota as applicable, have successfully passed District and SMDC required background checks and verification of education or employment, and have obtain all immunizations as may be required by SMDC and/or the Program.
- d. District shall cause the Teachers to adhere to SMDC's and the Program's applicable policies and procedures while at Amberwing as long as there are no conflicts with the District's Teacher bargaining unit contract. If there is a conflict, this Amended and Restated MOU may be terminated by either party as set forth in General Terms below.

- e. District shall obtain all consents and releases as may be necessary to Teach the Students, including without limitation, parent and/or guardian consents and releases of information.
- f. District shall be responsible to comply with all applicable laws, rules and regulations including without limitation, Family Educational Rights and Privacy Act ("FERPA").

2. Roles of SMDC

- a. SMDC shall make two rooms available at Program to Teachers to serve as classrooms for Teaching ("Classrooms") during regular school hours and days during the term. District understands and acknowledges that District will not have exclusive use of the Classrooms during the term, and SMDC may be using that space when it is not being used for Teaching.
- b. SMDC shall make available for Teachers for Teaching in the Classrooms the standard equipment and furniture available in the rooms.
- c. SMDC shall orient Teachers to applicable SMDC and Program policies and requirements.
- d. SMDC shall be responsible to comply with all applicable laws, rules and regulations including without limitation, Health Insurance Portability and Accountability Act ("HIPAA").

3. General Terms

- a. This Amended and Restated MOU is retroactively effective as of July 1, 2024, and shall continue until and including June 30, 2027. At the end of the initial term, and each subsequent term, this Amended and Restated MOU will automatically renew for successive three (3) year terms unless terminated as set forth herein. This Amended and Restated MOU may be terminated at any time by either party or by written notice to the other party. Either party may terminate this Amended and Restated MOU immediately upon notice if it deems it to be in the best interests of or for the safety of the Students.
- b. If Essentia Health reasonably determines that the continued performance of this Amended and Restated MOU jeopardizes its or an affiliated entity's (i) licensure, (ii) participation in or recovery from any reimbursement or payment programs, (iii) accreditation status, or (iv) tax-exempt or bond-financing status, SMDC shall notify District so the parties may resolve the issues. If no resolution is reached within fifteen (15) days, SMDC may terminate the Amended and Restated MOU immediately and without penalty.
- c. Each party shall comply with all applicable laws, rules, and regulations in connection with their respective obligations hereunder.
- d. 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.
- e. The parties are independent contractors and this Amended and Restated MOU is not intended to create a joint venture, partnership or any other employer- employee relationship. The Teachers are employees of District, and are not employees of SMDC for any purpose, and are not entitled to any benefits provided by SMDC to its employees. District is responsible for the payment of all wages, benefits and taxes for Teachers.
- f. Both parties agree to not disclose confidential information of the other party without the prior written consent of the other party unless such disclosure is authorized by law.

- g. Each party will obtain and maintain general liability and as applicable professional liability insurance, with limits not less than \$1,500,000 per occurrence and \$3,000,000 in the aggregate.
- h. The parties are each responsible for their own acts and omissions, and are not liable for the acts or omissions of, or the costs of defending, others. Nothing in this section shall preclude a finding of liability on the part of either party based on the doctrines of equitable indemnity, comparative negligence, contribution, or other statutory or common law basis for liability.
- i. Each party has in place a compliance program ("Compliance Program"), the goal of which is to ensure that all federal, state and local laws and regulations are followed. Each party's Compliance Program includes a commitment to uphold a high standard of ethical and legal business practices to prevent misconduct. Through the implementation of this Amended and Restated MOU, each party acknowledges its commitment to corporate compliance and agrees to conduct all transactions which occur pursuant to this Amended and Restated MOU in accordance with all applicable laws, rules and regulations and with the underlying philosophy and objectives of each party's Compliance Program. By signing this Amended and Restated MOU, each party represents and warrants that it is not, and has not been, excluded from participation in any federally and/or state funded health care programs, including Medicare and Medicaid. In the event that a party is excluded from participation in any federally and/or state funded health care programs during the term of this Amended and Restated MOU, such party agrees to notify the other within five (5) business days or less of the exclusion.
- j. In connection with the services to be rendered under the Amended and Restated MOU, the parties shall comply with the *Essentia Health Values* as set forth in the *Essentia Health Code of Integrity*, which is currently available at <https://www.essentiahealth.org/for-vendors/>.
- k. If required by 42 U.S.C. § 1395x(v)(1)(I), until the expiration of four (4) years after the termination of this Amended and Restated MOU, District 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 Amended and Restated MOU and such books, documents, and records as are necessary to certify the nature and extent of the costs of the services provided by District under this Amended and Restated MOU. If District carries out any of its duties under this Amended and Restated MOU 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.
- l. 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 Amended and Restated MOU (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 Amended and Restated MOU, 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 Amended and Restated MOU 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 Amended and Restated MOU, the Amended and Restated MOU 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 Amended and Restated MOU for any reason.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Memorandum of Understanding as of the Effective Date first written above.

Duluth Public School District, ISD #709

Signed: Gimone Zurich Date: 8/9/24
Name: Gimone Zurich
Title: Exec. Dir. Business Services

SMDC Medical Center

Signed: Eric Nelson Date: 09/03/2024
Name: ERIC NELSON
Title: Senior Vice President

**Revenue Contracts Signed
August 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
St. Louis County	TBD	Families in Transition	Transportation of children and youth in foster care placement for the 2024-25 school year. SLC and Duluth Public Schools will split the cost for these services

**PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools**, 709 Portia Johnson Drive, Duluth, MN 55811 , hereinafter referred to as "District", for the period of July 1, 2024 to June 30, 2026.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:

The term of this Agreement shall be in effect from July 1, 2024 to June 30, 2026.

2. EDUCATIONAL PLACEMENT DECISIONS:

County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shared with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13.1 and 13.2.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:

Lisa King, Business Services Supervisor
 St. Louis County Public Health and Human Services
 Business Services, Government Services Center
 320 West 2nd Street, Room 401
 Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to Business Services Supervisor:

Lisa King
kingl@stlouiscountymn.gov
 Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

- 6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.
- 6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:
- 6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.
- 6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.
- 6.3.3 CFS Division Directors for PHHS:
 Northern St. Louis County – Nicole Curphy
CurphyN@stlouiscountymn.gov
 Ph) 218-471-7771
- Southern St. Louis County – Chris Heazlett
heazlettc@stlouiscountymn.gov
 Ph) 218- 726-2202
- 6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.
- 6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.
7. PROVIDER NOT AN EMPLOYEE:
 It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.
8. INDEMNIFICATION:
 Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - PHHS:

All notices and communication pursuant to this Agreement will be directed to the PHHS point of contact:

13.1 St. Louis County
Susan Sauls, CFS Supervisor
218- 726-2108
saulsS@stlouiscountymn.gov

14. NOTICES/COMMUNICATIONS - SCHOOL


All notices and communication pursuant to this Agreement will be directed to the District point of contact:

14.1 Kaitlyn Jamar (primary contact)
FIT Coordinator
kaitlyn.jamar@isd709.org

14.2 Darren Sheldon
Federal Programs Coordinator
darren.sheldon@isd709.org

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2024 to June 30, 2026.

DISTRICT




John Magas
Superintendent
Date: 8/19/24

COUNTY

Linnea B. Mirsch
Public Health & Human Services Director
Date: _____

Approved as to form and execution:



Simone Zunich
Finance Manager
Date: 8/19/24

Benjamin M. Stromberg
Assistant County Attorney
Date: _____

TAX ID: 41-6003776

Grant Applications August 2024

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
MDE	Debra Hanuu, Emily Youmans	Duluth Public Schools Visual/Media Arts	92K Over 2 Yeats	<p>This grant opportunity was an unexpected result of a group of four Duluth Schools Visual/Media Arts educators applying to MDE as a cohort for Culturally Responsive Arts Education. We have worked together over the last year, and have received amazing training in diversity and equity; we have truly started to learn what we didn't know we didn't know. The experience has provided us with other cohorts from all over the state, as well as an amazing variety of diverse artists, musicians, and other storytellers sharing their culture and their work.</p> <p>For the grant, we were asked to identify an "inequitable condition" within our District. We had two groups in our cohort, an Elementary group led by Christina Boynton and Rosslyn Kendrick - so you will receive additional information from our Elementary team. For secondary, Emily and I identified that our arts students really didn't have the exposure and experiences with diverse artists that we feel they should - after all, our students may end up anywhere in the world and will certainly live and work with</p>

			<p>people of diverse backgrounds. To enable that, we identified three major components: 1. getting diversity training for our arts staff, to support THEM in supporting students and building curriculum, 2. getting diverse artists / experiences directly to our students, through visits, field trips, etc, and enabling students to respond artistically to issues of their own identity, that of others, and other perceptions of 'inequitable conditions' that may exist in their worlds. And 3. utilizing student art as a vehicle of communication and learning between schools, students and the general public; through exhibiting student-created artworks and media arts pieces in the community (also offering feedback to student artists).</p> <p>We have requested funds for training, artist visits /expenses, some new media tools to enable students' responses via media arts and behind-the-lense technologies, explicit training with a native filmmaker for our 5 media arts staff, and supplemental time.</p> <p>We are excited that these goals fit well with our CAPP (comprehensive arts planning program) grant goals, as well as current curriculum goals. We're hopeful for some positive support!</p> <p>Please note - the grant may not be used for salaries (see the question below), but could be used, for example, to buy time for teachers to work.</p>
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				Appropriate contacts will be made with HR should we receive this funding. I am uncertain as to how funds would be tracked within the district, but will certainly inform the appropriate department should we receive this funding (business management question)....
MDE	Christina Boynton and Rosslyn Kendrick	Duluth Public Schools Visual/Media Arts	\$141,311	Lifting up student voice in the elementary art classrooms by incorporating more tools for reflection and writing/video artist statements, providing art show panels to each elementary building to facilitate art shows, implementing printmaking into the art curriculum and adding screen printing for older grades, building in time for diversity and equity training for elementary art teachers, and providing students with opportunities for virtual artist visits.-----The district pays up front through a JPA and then is reimbursed by MDE
Ordean Foundation	Jason Goulet	Piedmont	\$10,000	To provide sensory equipment to support both or special education and general education students from preschool to grade 5
Voya Unsung Heroes	Jason Goulet	Piedmont	\$2,000-\$25,000	To provided sensory supports and equipment for students of all ages at Piedmont Elementary

RESOLUTION

Acceptance of Donations to Duluth Public Schools

ISD 709
DULUTH PUBLIC SCHOOLS

451

SEP 17 2024

APPROVED BY
THE SCHOOL BOARD

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

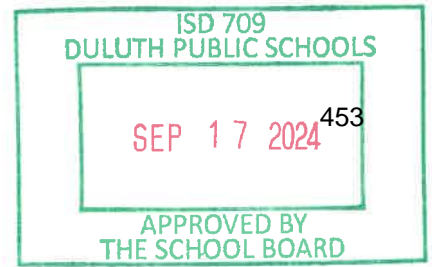
WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Life House (Amber Sadowski)	2012 Dodge Grand Caravan	Will be auctioned when repairs completed	Amber Sadowski set up the donation for us.
Denfeld	Howard Moors	In-kind		Donated a JR Propo Venture CP Helicopter with Motor and radio. A trainer 40 with radio plus miscellaneous equipment for our Aerospace Program
District Service Center	Cub Foods Duluth	In-kind	Unity in Our Community	Pallet of Water
District Service Center	Sound Central, LLC (Trent Edgerton)	\$1,200.00	Unity in Our Community	
Lester Park	Emily High	In-kind	For Students	10 backpacks filled with school supplies, and a big box of new markers for art teacher
Lincoln Park	Cheryl Skafte	\$4,850.00		Drama Club
Lincoln Park	Pachel Foundation Managed Agency	\$1,500.00	MSP Institute Arts Field Trip	Charitable Contribution \$1500.00
Piedmont	Hillside United Methodist Church	In-kind - Backpacks and school supplies		
Piedmont	Charlotte Currie	\$250.00	To purchase books for the Book Vending	Donation made in honor of Kathryn Wrazidlo whose granddaughter, Katie Gableman, is

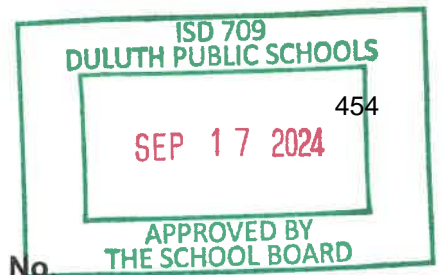
			Machine	a teacher at Piedmont.	452
Piedmont	DonorsChoose	In-kind - Functional Skills Through Play project items	For Ms. Robinson's Setting II Classroom	Donors are: Karl Erickson (Maplewood, MN), Calmenson Foundation and an Anonymous donor	
Stowe	Nancy O'Brien	In-kind			



RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 17, 2024 at 6:00 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2024 payable in 2025.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2024 payable 2025 at the maximum amount.



RESOLUTION

National Conference of Firemen And Oilers, Local No.

RESOLVED, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the National Conference of Firemen And Oilers, Local No. 956, a summary of which is in the hands of all School Board members, be approved and adopted for the period July 1, 2024 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.

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COLLECTIVE BARGAINING AGREEMENT

**Between
Independent School District No. 709**

And

**National Conference of Firemen And Oilers, District of Local 32BJ,
SEIU (NCFO District) Chapter 956**

THIS AGREEMENT entered into by and between National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District), Chapter 956, herein referred to as the "Union" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "School District" and relating to terms and conditions of employment, including hours of employment, the compensation therefore, including fringe benefits, and the employer's human resource 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**

Section 1 – School District formally recognizes the National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956, as the exclusive bargaining agent for all maintenance and operations employees of the School District within the positions and classifications included in Wage Schedules "A", "B" and "C" attached hereto and made a part of this Agreement. 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.

Section 2 – Recognition shall not include part-time employees whose services do not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

Section 3 – It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting the conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person.

Section 4 – Access To Premises:

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

ARTICLE 2 **Management Rights Clause**

Section 1 – It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:

- A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;
- B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;

- C. To determine the policies of the School District;
- D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
- E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
- F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
- G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of I.S.D. No. 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.

Section 2 – The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article 4 of this Agreement.

ARTICLE 3 **No Strike Or Work Stoppage Clause**

Section 1 - No employee holding a position by appointment or employment in the classified service of the School District shall strike, or participate in a strike as defined by law, during the term of this Agreement. In addition to the language used to define the term "strike" as found in the Public Employment Labor Relations Act of 1971, Minnesota Statutes, Section 179A.03, the term "strike" as used herein shall specifically include the refusal to cross picket lines established as a result of any strike of any other persons, which strike was not sanctioned or authorized by the international labor organization of the local Labor Union to which said persons belong.

Section 2 - The employees herein agree to provide sufficient security and heat to all School District buildings at all times so that they do not become damaged by the elements of weather.

ARTICLE 4 **Grievance Procedure**

Section 1 – Purpose

- A. The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service rules shall first be brought to the attention of the Director of Business Services or their designee of the School District and then directed to the Civil Service Board for consideration.
- B. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

Section 2 – Definitions

- A. 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.
- B. The aggrieved employee is an employee within the bargaining unit as defined by PELRA who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
- C. The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or 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.

Section 3 – Representation Rights

- A. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
- B. The aggrieved employee reserves the right to be represented by a representative of their choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and except that the Union shall be their designated representative in binding arbitration.
- C. The Union shall be notified of any grievance meeting and a representative of the Union may be present and express their views at all steps of this grievance procedure.

Section 4 – Procedures

Step 1: The aggrieved employee shall present their grievance orally to their supervisor of Maintenance and Construction, Building Operations, or Transportation, within five (5) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a grievance.

The supervisor shall, within three (3) business days, inform the aggrieved employee and the Director of Business Services or designee of the decision on the grievance.

Step 2: In the event that such grievance is not adjusted or agreed upon to the aggrieved employee's satisfaction, then within fifteen (15) calendar days from the Step 1 decision, the aggrieved employee shall file the grievance in writing with the Director of Business Services or designee of the School District. The written grievance shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee.

The Director of Business Services or the School District designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee.

A decision in writing by the Director of Business Services or the School District designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

Step 3: In the event the aggrieved employee is not satisfied with the decision at Step 2, or at the option of the Superintendent of Schools, the Superintendent or their designee shall set a hearing within five (5) days of the filing of the appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (Superintendent or their designee) of the decision at Step 2, and shall so notify the aggrieved employee and the Union.

The Superintendent or their designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

Section 5 – Arbitration

- A. The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step 3. Such appeal shall be in writing and filed with the Superintendent of Schools.
- B. The Superintendent of Schools and the Union shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21.
- C. 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 of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of selection. The written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include the conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.
- D. 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.
- E. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms

of this Agreement, nor shall they have authority to determine whether any of the provisions of this Agreement are unlawful so as to invoke the provisions of Articles 32 and 33 of this Agreement.

- F. 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.
- G. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken.
- H. The School District and the Union shall share equally in the expenses and cost of the arbitration; including the taking of a verbatim report, but each of them (the School District and Union) shall pay the costs of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator.
- I. 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.
- J. The arbitrator shall serve his or her decision by mailing it by certified mail to the representatives of the parties or, if none, to the party.

Section 6 – Miscellaneous Provisions

- A. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step 2 of this procedure if the alleged grievance directly affects 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 2 of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union after Step 1.
- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step 1 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 2.
- C. 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.
- D. 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.
- E. 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. Where the aggrieved employee has not appealed a decision at Step 1 for whatever reason, the School District shall not be bound by the decision at Step 1 in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union.
- F. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period if grievance has not been filed within the time limits specified within this grievance procedure.
- G. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- H. All hearings through Step 3 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 a 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 Director of Business Services or other designee shall first authorize any hearings at Step 1 during work hours.
- I. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, properly addressed, 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 5 **Pay Periods And Conditions**

Section 1 – Pay Periods

- A. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.

- B. Tax withholding deductions shall be made according to tables furnished by the federal and state governments. All other applicable deductions shall be made bi-weekly.
- C. Where a third payday occurs during the month, the only deductions made will be for items required by law. Payments for extra pay such as weekend heating, overtime, and shift differential, shall be separately indicated on the payroll stub to be received by the employee.
- D. Effective July 1, 2025 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee will be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule. The School District will pay employees in the bargaining unit by direct depositing into bank accounts as the employee designates.

Section 2

- a) The employee taking a classified position on a temporary basis shall receive the salary specified in Step A of the appropriate classification during the period of the temporary assignment.
- b) Bargaining Unit employees who were involuntarily demoted through no fault of their own and then are temporarily assigned by the District to assume the duties of the higher paying position they were demoted from, will receive pay at the step they were receiving prior to the demotion.

Section 3 – Operations employees assuming the duties of a higher paying position shall be paid at the salary in Step A in that classification, effective when such assignment exceeds four (4) hours.

Section 4 – All continuous time, up to a maximum of six (6) months, worked in a higher classification pursuant to Section 3 of this Article shall be credited to an employee for the purpose of pay, if the employee is promoted to the same position by appropriate School Board action. The maximum six (6) months referred to herein shall refer to all continuous periods of time of employment in the higher classified position immediately preceding formal action taken by the School Board to confirm the promotion of same employee.

Section 5

- A. Employees shall be paid a minimum of four (4) hours' wages whenever they are unexpectedly called to work, whether before or after regular shift or on unscheduled days, or due to inclement weather and the radio announcement occurs specifying that maintenance unit employees should not report after an employee has reported.
- B. In the event maintenance unit employees have been advised they should not report to work due to inclement weather they shall suffer no loss of pay or benefits for that day(s).
- C. Early starts to remove snow shall not be considered "call out"; they will only be an extension of the normal workday.

Section 6 – Summer shifts shall be scheduled from 6:00 a.m. to 6:30 p.m. except where otherwise mutually agreed to between the parties.

Section 7 – During the one hundred eighty (180) day regular school year, Second Shift Engineer II staff shall have their hours assigned on a weekly basis with assignments made on or before Friday immediately preceding the following week. When Second Shift Engineer II staff are required to vary from this schedule, variations in the daily schedule, as established for that week, shall be work in addition to the normal work day unless the individual is already being compensated for such hours by other provisions of this Agreement. (Pyramiding of compensation is prohibited.)

Section 8 - Engineers will be scheduled to work straight eight (8) hour days year-round, except where otherwise mutually agreed to between the parties

Section 9 – Building operations supervisor will designate a specific point of contact for custodial personnel. The point of contact will be responsible for notifying custodial employees by telephone if they should report to work and the time they should report on snow days. This Section shall apply only to those employees working until 12:00 midnight the night before. Any change to this procedure will be through consultation between the parties.

Section 10 – The operation of plow equipment such as Bobcats and plow trucks located at various buildings is restricted to Utility personnel. In the event a Utility II person is not available to perform required work described herein, then the District shall have the right to assign said work to a qualified operator.

Section 11 – The School District will continue to provide maintenance employees with replacement tools, which are lost, stolen or broken.

ARTICLE 6 **Rates Of Pay**

The rates of pay for all employees within the bargaining unit shall be as set forth in Wage Schedules attached hereto.

ARTICLE 7 **Overtime Pay**

Section 1 – Employees shall be paid one and one-half (1 1/2) times the regular rate for all hours paid in excess of forty (40) hours per week. Overtime shall be paid on the paycheck covering the pay period in which the overtime was earned.

Section 2 – In the event any employee is assigned to work overtime, they will not be required to use vacation leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or off-set the overtime hours worked or to be worked.

Section 3 – Employees shall be paid two (2) times the regular rate for all hours worked on a Sunday with the exception of work governed by winter heating rules.

Section 4 – Engineers who work four (4) ten (10) hour days are allowed the fifth day off. If the fifth day occurs on a holiday, they shall be granted an additional day off or a day's pay.

Section 5 – The above regulations shall not apply to winter heating work.

Section 6 – Except when such work would constitute an extension of the regular work day for an employee, work within the School District which requires the payment of overtime pay, shall be assigned on the basis of rotating seniority within the building in which the work is to be done in the classification in which the work is regularly done as a part of the duties of the class, then on the basis of rotating seniority in the School District in the classification in which the work is regularly done as a part of the duties of the class, before any other person is assigned to such work.

Section 7 – Availability of an employee to work shall be determined by phoning their place of work if on duty, or by phoning their home if their phone number is on file with the Director of Business Services or other designee.

Section 8 – When, in the judgment of the School District, overtime work is required for employees in a given classification in a building or within the school system, the employees regularly performing work in such classifications shall be required to perform such overtime work upon request of the employer.

Section 9 – Except in the case of emergencies or breakdowns, an employee shall be notified of required overtime work not later than twenty-four (24) hours preceding such overtime work. This notice provision shall also apply to the resumption of overtime work whenever there is a break in the overtime schedule.

Section 10 – It is the policy of the School District to grant, where practicable, and at the discretion of the School District, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of their request. When granted they will not be required to work during the excused time without their consent.

Section 11 – Persons on ten (10) hour shifts [ten (10) hour engineers] working continuous overtime up to and after 6:00 p.m. because of a building activity shall receive a one-half (1/2) hour paid mealtime off if not notified twenty-four (24) hours in advance of the activity, such mealtime to be designated by the appropriate administrator.

Section 12 – For the purposes of overtime computation, holidays, vacation leave, sick leave, funeral leave, jury duty, military leave and other absences from work on active pay status shall be considered as time worked.

ARTICLE 8
Shift Differential Pay

Employees shall be paid an additional fifty cents (\$.50) per hour for all hours worked on a second shift between the hours of 5:00 p.m. and 6:00 a.m. In addition, employees working between 12:00 a.m. and 6:00 a.m. will receive an additional \$0.60 shift differential pay. In lieu of shift differential pay during their lunch period, custodians will receive an extra 2.5 cents per hour that is included in their salary, effective July 1, 2012.

ARTICLE 9
Leadperson/Crew Leader Pay

Section 1 – Working Leadperson – Those employees designated by the administration as Working Leadpersons shall be appointed in class, and shall be paid \$75.00 a month (distributed on an hourly rate) to be included in the base pay for those positions. Only permanent Civil Service employees shall be designated or appointed as Working Leadperson.

Under the supervision of a District administrative manager or supervisor, the Working Leadperson is defined as: a person who directs employees and use of equipment; hands out work orders on a daily basis; routinely makes on-site visits on all assigned projects; revises work schedules based on emergency situations; certifies timesheets; purchases materials and supplies; may assist employees in completion of assignments; insures proper servicing of equipment.

Section 2 – Working Crewleader – Those employees designated by the administration as Working Crewleader shall be paid \$35.00 per month (distributed on an hourly rate) in addition to their regular pay. Only permanent Civil Service employees shall be designated or appointed as Working Crewleader. Custodians, if available, shall be used as Summer Crewleaders.

The Working Crewleader, under direction, will work primarily with hourly and temporary employees engaged in the maintenance of, but not limited to, lawns, chairs, lockers, carpets and walls.

Section 3 – In the cases of absences of maintenance Leadperson for sick leave reasons, or planned or scheduled absences, the appropriate supervisor or other designee may appoint an employee to act as "Leadperson". The appointed employee shall receive payment effective the first day of such assignment.

ARTICLE 10
Mileage Pay

Section 1 – Mileage expense shall be paid to any employee using their personal vehicle in the course of their employment, providing such use is authorized by the school administration.

Section 2 – The mileage rate paid shall be established by Board policy. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted to employees under this Agreement.

ARTICLE 11
Holidays

Section 1 – During each calendar year all employees under this Agreement, and as further defined in Articles 30 and 31, who work or who are on District paid status (or lost time paid by the Union) for the work days immediately preceding and immediately following paid holidays will be paid for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Minnesota Education Day in October
Presidents' Day	Thanksgiving Day
Memorial Day	The day after Thanksgiving Day
Juneteenth	Christmas Eve Day
Independence Day	Christmas Day

Pursuant to Article 13, Section 3.H, a medical certificate will be required for sick leave taken on work days immediately preceding and following the paid holiday.

Section 2 – Except that if such days fall on a day when school is in session, such days shall not be paid holidays and the employees shall receive paid "floating" holidays in lieu thereof, the date or dates of said "floating" holidays to be chosen by the majority of the employees with the approval of the Director of Business Services or other designee and the Superintendent of Schools. Said "floating" holidays shall not occur on a day when school is in session, a legal holiday or a weekend, and all employees shall be required to take the same "floating" holidays.

Section 3 – All employees required to work on other than work governed by winter heating rules, on any of the above holidays shall be paid two (2) times the regular rate for all hours worked in addition to holiday pay.

Section 4 – Whenever a holiday as defined in Article 12, Section 1, falls on a Saturday, the preceding workday shall be a paid holiday unless the employee is regularly scheduled to work on a Saturday. In that case, Saturday will be recognized as the holiday. When a holiday falls on a Sunday, (or Monday for those scheduled to work Tuesday to Saturday schedule) the following scheduled workday shall be a paid holiday. Employees required to work said Fridays, Saturdays or on the following scheduled workday after a holiday occurring on a Sunday, shall be paid as outlined in Section 2 or shall be granted an additional day of vacation.

ARTICLE 12 **Layoffs, Vacations, Sick Leave And Leaves Of Absence**

Section 1 – Layoffs – Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District 709, as the same may now exist or hereafter be adopted, amended, repealed, or otherwise changed.

Section 2 – Vacation – Vacation shall be granted at the rate of:

- A. .833 of a day per month (.833 day per month) during the first year of employment;
- B. Two (2) calendar weeks of vacation per year (.833 day per month) after one (1) year;
- C. Three (3) calendar weeks of vacation per year (1.25 days per month) after six (6) years;
- D. Four (4) calendar weeks of vacation per year (1.67 days per month) after twelve (12) years; and
- E. Five (5) calendar weeks of vacation per year (2.08 days per month) after twenty-two (22) years of continuous service, with the School District.
- F. Twenty-six (26) days of vacation per year (2.17 days per month) after thirty (30) years of continuous service with the School District.
- G. Said vacation leave shall not be cumulative.
- H. The anniversary date of permanent employment shall determine the six (6) years, twelve (12) years, twenty-two (22) years, and thirty (30) years vacation period, providing that if the employee has completed five and one-half (5½) years, eleven and one-half (11½) years, twenty one and one-half (21½) years, or (effective July 1, 2017) twenty-nine and one-half (29 ½) years prior to July 1, he/she shall be considered to have been employed for the full six (6), twelve (12), twenty-two (22), or thirty (30) year period, as the case may be, for the purposes of this provision.
- I. Effective January 1, 1974, employees shall receive annually one (1) additional vacation day beyond the vacation arrived at pursuant to the above formulas.
- J. Application for summer vacation must be submitted prior to May 1 of each year, and vacations shall be granted based on seniority and the needs of the School District.
- K. Requests for vacations during the school year shall be submitted at least two (2) weeks in advance in writing.
- L. All vacations must be approved by the Director of Business Services or other designee. Upon approval, the employee will be notified in writing as quickly as is reasonably possible.
- M. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months.
- N. The School Board shall provide each member, vacation and sick leave balances on a regular basis.

Section 3 – Sick Leave

- A. Full-time regular employees shall be granted .06923 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours with a maximum of one and one-half (1 ½) days of sick leave for each full month worked accumulative to two hundred ten (228) days.
- B. New employees holding a position in the classified service shall be granted sick leave with full pay at a rate of accumulation, which is determined by this, or other Articles (Articles 30 and 31).
- C. To obtain approval for use of sick leave, employees must notify their supervisors, as soon as possible, but not

later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time.

- D. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where emergency precluded prior notice and approval.
- E. **Sick Leave May Be Accumulated** – In the event that an employee does not take the full amount of sick leave allowed in one (1) year, the amount not taken may be accumulated from year to year up to a total, which is determined by this Article. With the unanimous recommendation of the Board, approved by a majority vote of the School Board, sick leave with full or partial pay may be granted beyond the maximum specified accumulation when, in the judgment of said Board and School Board, it is deemed to be justified.
- F. **Sick Leave Defined**
- 1) Sick leave is hereby defined to mean the absence of an employee because of illness, exposure to a contagious disease, providing care to a husband, wife, mother, father, other legal dependent, or legally appointed guardian requiring this care or death in the immediate family as defined in Section 3F3. "Legal Dependent" shall mean minor unmarried children under the age of eighteen (18) years and dependent students under the age of twenty-five (25) years actually dependent upon the employee.
 - 2) Full pay for absence not to exceed five (5) consecutive days, shall be allowed for any one (1) death in the family. The appointing authority shall evaluate the particular circumstances in each case and shall have the final authority in determining the number of allowable days. This leave shall be deducted from sick leave.
 - 3) Definition of "Family" under death in family shall constitute members of the immediate family which for the purpose of this Section, shall mean spouse, domestic partner, father, mother, brother, sister, child, grandparent, grandchild, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. This shall also apply to foster relationships of the above listed categories.
 - 4) Not more than three (3) days may be allowed for attendance upon a member of the immediate family requiring the care and attendance of such employee, with the exception that not more than five (5) consecutive days may be approved for this purpose if supported by a written statement from the attending physician, including an explanation of why the employee's attendance is necessary. Simple illness or disability in the immediate family not requiring emergency medical treatment or professional attention is excluded. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) family sick leave days per year and must fall under the definition of "Family" in F(3) above.
 - 5) No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than their regular School Board employment.
 - 6) Any employee removed from the payroll because they have used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in their position upon filing with the Board a certificate of physical fitness to perform the duties of their position, signed by a doctor who shall be chosen and compensated by the Board.
- G. A former employee in the classified service of the School Board, who is reinstated within thirty (30) days after resignation shall have their previously accumulated and unused balance of sick leave reinstated and placed to their credit.
- H. **Director Shall Require Certificate Of Sick Leave**
- 1) 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 will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner.
 - 2) In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality.
 - 3) If an employee is believed to be abusing sick leave privileges, they shall be advised that because of their questionable sick leave record, a medical certificate may be required for each subsequent absence or sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

Section 4 – Special Leave Of Absence – Any employee holding a position in the classified service who is mentally or physically incapacitated to perform their duties or who desires to engage in a course of study such as will increase their usefulness on their return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from their regular duties, may, on written request approved by the appointing

authority and the 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.

Section 5 – Special Leave To Be In Writing – Any employee asking for special leave without pay shall submit, on forms prescribed by the Board, their request for special leave stating the reason the request should be granted, the date when they desire the leave to begin, and the probable date of their return.

Section 6 – Special Leave Of Absence (Parental)

A. 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. In order to be eligible for parental leave, the employee must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, and must request the parental leave in writing to the Human Resources at least two (2) months in advance of the commencement of the leave. 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 their position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the School Board.

- B. **Special Leave Of Absence (FMLA)** – Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy.
- C. **Board To Determine Status Of Employee On Return** – For each separate case of special leave without pay, the Board shall, at the time it approves the leave, determine whether the employee granted such leave shall be entitled to their former position on their return from such leave ("A" leave) or whether their name shall be placed on the re-employment list for the class ("B" leave).

Section 7 – Military Leave Of Absence

A. Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority or who shall hereafter become a member of said Armed Forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.

B. **Reinstatement Of Employee On Military Leave Of Absence** – Reinstatement of any employee on military leave of absence shall be at the same salary which they would have received had they not taken such leave and shall be upon the following conditions:

- 1) That the position has not been abolished;
- 2) That the employee is not physically or mentally disabled from performing the duties of such position;
- 3) That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;
- 4) That they submit to the appointing authority an honorable discharge or other form of release by proper authority indicating that their military or naval service was satisfactory.

C. **Employee Not To Lose Civil Service Rights** – Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.

D. **Employee On Probation May Receive Military Leave Of Absence** – Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said Armed Forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said Armed Forces shall, with the approval of the appointing authority and the Board, at the date that they becomes a member of the Armed Forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out in this ordinance, and shall, upon

completion of such military service, if they is physically and mentally able to perform the duties of the position, be reinstated to the position which they held at the time of becoming a member of said Armed Forces in accordance with the rules hereinbefore set out.

- E. **Vacancy Caused By Military Or Special Leave Of Absence To Be Known As Temporary Vacancy In Permanent Position** – A vacancy created by an employee receiving a military or special leave of absence shall be known as a temporary vacancy in a permanent position, and any person appointed to fill such a temporary vacancy in a permanent position shall be known as a substitute in that position and said substitute shall acquire only such Civil Service rights as are hereinafter specifically provided in this Article.

Section 8 – Name Of Substitute To Be Placed On Re-Employment List – The name of any person appointed to a temporary vacancy in a permanent position as a substitute and who has been certified from an eligible list shall, upon the reinstatement of regular incumbent, be placed upon the re-employment list. Any employee so promoted shall revert to their former class upon the reinstatement of the regular incumbent.

Section 9 – Substitute May Be Appointed As Regular Incumbent – If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position, the status of the substitute shall be changed to permanent if they had been assigned to the position under contract language relating to transfers and promotions or, for an entry level position, selected through a Board approved process of screening and interviews. When neither process has been followed, the position will be declared vacant. If the employee's status is changed to that of permanent, the time spent working in the assignment will be credited for seniority purposes in the new class.

Section 10 – Name Of Substitute May Be Placed On Re-Employment List If Called Into Armed Forces – The name of any substitute appointed from an eligible list, who, while acting as such, becomes a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said Armed Forces said substitute shall file a written request with the Board and if said substitute is mentally and physically capable of handling said position, provided that if the name of more than one such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

ARTICLE 13 **Insurance**

Section 1 – The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

Section 2 – The School District shall pay an amount per month for each employee in the Unit sufficient to maintain the level of benefits existing August 1, 1987, in the Disability Income Insurance Protection Plan. In the event the parties do not agree to retain language providing for specific reference to L.T.D. insurance in any Agreement reached on and after August 1, 1993, the language in that Agreement will revert back to the language in effect prior to January 1, 1986.

Section 3 – All employees under this Agreement must regularly be scheduled to work twenty-four (24) hours or more per week to qualify for group insurance benefits, including the present hospital/medical insurance, disability income insurance protection, and group term life insurance. Newly hired employees will be provided coverage for the first day of the month following their date of employment, except persons hired to start the first day of the school year shall be covered from the date of employment.

ARTICLE 14 **Weekend And Holiday Care Of Buildings**

Section 1 – Engineers and second shift engineers required to perform weekend and holiday care of school buildings beyond their regular work week during the year shall receive time and one-half (1½) their regular hourly rate for care of buildings during such holidays and weekends.

Section 2 – Engineers and second shift engineers required to perform weekend care of school buildings beyond

their regular work week during the year shall receive two (2) times their regular hourly rate for care of buildings during a Sunday or on a holiday.

Section 3 – Such weekend and holiday care shall be one (1) hour per day unless additional time is authorized because of need or emergency by the Director of Business Services or other designee office, and except that if an employee on weekend and holiday care is required to perform services within a building for a scheduled activity during the weekend or on a holiday, such services shall include the one (1) hour weekend and holiday care and the employee shall not be paid twice for such hour. Should the employee not perform services for such scheduled activity, they shall not be paid the one (1) hour for weekend and holiday care, but the employee working such scheduled activity shall be required to perform such weekend and holiday care as part of the pay they shall receive for such scheduled activity. Subject to the same conditions as above, persons covering secondary buildings shall be allowed one and one-half (1½) hours per day for such weekend and holiday care.

ARTICLE 15 **Job Security**

Section 1 – The School Board and the Union jointly agree that changes in procedure (mechanical, physical, and financial) and methods must be made from time to time to keep the School District, its equipment and responsibility so as to promote the mutual interests of the taxpayer, the employees and the School District. In making such changes, job content and manpower requirements may be altered which could affect certain employees. The School Board agrees to communicate in writing five (5) days in advance of such changes with appropriate Union officers.

Section 2 – No employee's regular rate of pay shall be reduced when temporarily transferred to a job paying a lower rate, unless the said employee's regular job ceases to provide work. A classified employee who is assigned to and who works any portion of a shift of his classified job shall be paid the rate of that job for all work performed by him/her on that shift when temporarily transferred to a job paying a lower rate.

Section 3 – In the event of contemplated major changes, the following shall apply:

- A. If after attaining five (5) years or more of service with the School District, a permanent employee is demoted to a lower classification because of the effect of a specifically designated technological change, their special minimum wage rate on such new job shall be a rate halfway between their former classification rate and the rate of the classification they then occupy.
- B. If their job is subsequently changed, they retain their special minimum rate unless the new job exceeds such minimum. In any event, four (4) years from such demotion, an employee's special minimum rate terminates, and the wage rate of such employee shall become the rate of the classification they then occupy.
- C. The employee shall retain the right of seniority in the job assignments they are qualified to fill.

ARTICLE 16 **Safety Glasses/Shoes/Cell Phone**

Section 1 – Employees so designated by the Director of Business Services or other designee shall be reimbursed once every two (2) years for the actual cost up to \$100.00 for approved safety eyewear. Reimbursement may be authorized before the end of a two (2) year period if safety eyewear is damaged during the course of work.

Section 2 – Employees so designated by the Director of Business Services or other designee shall be reimbursed once a year for the actual cost up to \$50.00 for approved safety footwear.

Section 3- All buildings will be issued a District Cell Phone to be utilized by building Engineers for day to day operations and emergency communication. Cell Phones are to remain at the site at all times.

ARTICLE 17 **Health Care Savings Plan (HCSP)**

Section 1 – To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at the time of retirement, including eligibility for deferred PERA benefits that may, at the employee's option, commence subsequent to their leaving employment with the School District, as defined below.

Section 2 – The number of unused current and accumulated sick leave (days up to a maximum of two hundred twenty-eight (228) days) plus the number of unused current and accumulated vacation days will be used to determine the contribution to the HCSP. The first one hundred (100) days of the accumulated sick leave days above, plus the number of unused vacation days multiplied by the employees' daily rate of pay (DRP) (excluding overtime) will be determined.

The DRP shall be the basic hourly rate plus longevity and lead person hourly rates, at the time of retirement, times the normal hours per day worked. Upon retirement, the employee shall be credited one and one half (1.5) days for each year of service to the District, providing they have ten (10) years of total service to the School District.

Section 3 – The remaining amount of sick leave in excess of one-hundred (100) days from Section 2, will be, multiplied by the employee's daily rate of pay (excluding overtime), and discounted by 3.5%.

Section 4 – The total calculation of the value of the first one hundred (100) days (Section 2) and the discounted calculation of the value of the days in excess of one hundred (100) days (Section 3) will be contributed to the HCSP for the employee by the District.

Calculation of the employee's HCSP shall be determined by the following calculation:

Benefit Payment for First 100 Days

Unused & Accumulated Sick Leave days and service credit if applicable (up to a maximum of 100 days) +
 Unused & Accumulated Vacation Days
 X DRP
 = Benefit Payment for First 100 Days

Benefit Payment for Remaining Days

Remaining Sick Leave days (over 100 days and up to a maximum of 228 days)
 X DRP
 = Sub Total of Days
 -3.5 % discount
 = Benefit Amount for Remaining Days

Total State Health Care Saving Plan Payment

Benefit Payment for First 100 Days
 + Benefit Payment for Remaining Days
 = Total State Health Care Savings Plan Payment

Section 5 – Retired employees will be allowed to participate in District health plans at their own expense pursuant to applicable State and Federal laws.

ARTICLE 18
Union Meetings And Conventions

Section 1 – Provided maintenance or operations employee working the second shift desires to attend regular union meetings falling during his scheduled work hours, they may do so upon the approval of their supervisor and their statement as to the exact hours they intend to work as replacement for the total time lost for such attendance. The lost time will cause no added expense to the School Board and the position will be filled by an employee of like classifications. No position will be vacant at any time. The employee shall make up any time taken off for such purposes.

Section 2 – 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. It is intended that the total time allowed under this provision in any one (1) calendar year shall not exceed four (4) working days in total for all employees of the Union. The union agrees to reimburse the School District for any wages and benefits paid under this article, and the Union members taking such a leave shall be made whole.

ARTICLE 19
In-Service Training Courses

Participation in in-service training is required for all members of the bargaining unit of this agreement. All employees of the bargaining unit shall be offered at least three (3) days of job appropriate in-service training to be offered based on the established non-student contact days and in accordance with the work calendar. An employee shall be paid their regular rate of pay for all hours of in-service training attended. During student contact days, if the in-service training is less than an employee's regularly scheduled number of hours, such employee shall return to work and be paid up to the employee's regular number of hours.

Section 1 – All custodians will take the "Custodial Training Course", conducted by the School Board personnel, before they will be recognized as a qualified employee for promotion to Second Shift Engineer I.

Section 2 – All Second Shift Engineers will take the "Advanced Course in Building Maintenance", conducted by the School Board personnel, once every three (3) years to maintain their status as a qualified employee for selection for promotion to a higher classification.

Section 3 – Tuition will be paid by the School District upon successful completion of the course for any job-related regular or on-line course at Lake Superior College or other accredited higher education institute as long as the tuition does not exceed the tuition charged by Lake Superior College. Application must be requested in writing to, and approved in writing obtained from, the Director of Business Services or other designee.

Section 4 – Operations and maintenance employees will be provided a one-time bonus upon successfully obtaining the following licenses for the first time. The bonus applies only to new licenses after the date of July 1, 2017. The bonus does not apply to licenses granted prior to July 1, 2017 or lapsed licenses.

4C License - \$100
2C License - \$150
1C License - \$200
Chief C License - \$250

ARTICLE 20
Military Leave

No employee under this Agreement shall "request" of the military unit to which they are assigned, or the commander thereof, that they be assigned or authorized military duty for which they would be entitled to military leave with pay from the School District during the time the employee is working, or their services are under contract to be performed for the School District.

ARTICLE 21
Vacancies, Promotions, Demotions, Layoffs

It is agreed that those provisions of the Civil Service Rules of Independent School District No. 709 having to do with eligible lists, applications, tests, and certifications shall not be applicable to the hiring of persons whose positions fall within classifications covered by the Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956. The filling of positions under this Section shall occur only after all conditions of this Article have been met.

The hiring of individuals to fill vacancies in these classifications will be accomplished by the Human Resources Department of I.S.D. No. 709 in accordance with existing policies and regulations of the School Board. All other Civil Service Rules not covered by the Collective Bargaining Agreement shall remain in effect.

Section 1- Promotional Vacancies/Transfers (Changes effective August 18, 2015)

A. Vacancies

- 1) When a vacancy exists, the vacancy shall be posted on the District's Human Resources Department website, with copies furnished to the Union President by District email and notification of postings will be emailed to each bargaining unit member using a bargaining unit distribution list. Employees on lay off status will be notified of vacancies by the Human Resources Department by mail or phone call. The posting shall be for seven (7) calendar days. Employees must apply by completing an application on the District's online

- application system by the closing date.
- 2) Lateral transfers within a classification shall be offered upon the basis of seniority within the classification to those requesting the same in advance in writing, subject to approval of the Principal or head of the school or building to which transfer is being made. In the case of disapproval and upon the request of the employee, the Principal shall notify the employee in writing of the reason for the disapproval and provide supporting documentation as determined appropriate and helpful by the Administration.
 - 3) Employees shall apply for vacancies and/or lateral transfers by using the Human Resources Department online application system. Directions on how to apply will be provided to each bargaining unit member and posted on the District's website.
- B. Applications for promotional vacancies from bargaining unit members shall be considered in the following order:
 - 1) Employees presently working in the same classification title but at the next lower pay level (e.g., Shift Engineer I to Second Shift Engineer II) shall be given first consideration based on their seniority in their present classification.
 - 2) Other applicants from successively lower pay levels with persons in the same class title having priority in seniority order.
 - 3) Permanent part-time employees from successively lower pay levels with persons in the same class title having priority in seniority order.
 - C. When four (4) internal persons apply and are willing to accept the promotion, and meet the minimum qualifications called for in the job description including in-service requirements, if any, then the position shall be considered closed and the District shall be required to select from one (1) of the four (4) applicants. The unsuccessful applicants will be notified by the District in a timely manner after the position is filled.
 - D. In the event a position is offered to an employee in the bargaining unit, they shall be given up to two (2) business days after being notified of the promotion to accept or reject it.
 - E. If less than four (4) persons apply or fail to meet all requirements, the Human Resources Department may consider outside applicants to reach a total of four (4).
 - F. At the written request of the appropriate department supervisor to the Human Resources Department, a qualified applicant who has been interviewed but not selected for three (3) different jobs within a classification may be removed from future consideration for a period of one (1) year. This written request by the supervisor shall be furnished to the employees and the Union. Any written request made by the supervisor that removes a qualified applicant from future consideration for a promotion in a given classification shall be given within thirty (30) days of the conclusion of the applicant's third interview.
 - G. An employee who has completed their initial employment probationary period with the District will not be prohibited from becoming an applicant for a promotional vacancy while serving in a promotional probationary period (e.g., a person who has completed their initial employment probationary period as a Custodian II and who has subsequently assumed a Utility I position may be an applicant for a Utility II vacancy even if they have not completed their probationary period as Utility I).
 - H. It is also understood that when less than four (4) internal persons apply or fail to meet minimum qualification requirements as referred to in Section 1.C, the Human Resources Department may seek additional candidates from outside applicants in order to bring the total number of applicants to four (4) or employ a person in a substitute capacity until such time as four (4) persons complete their initial employment probationary period except that in no instance can a substitute person work in this capacity for more than sixty-seven (67) working days. The limitation of sixty-seven (67) days does not pertain to situations where the incumbent employee is on leave with rights of reinstatement.
 - I. The District shall provide an opportunity for an engineer, upon request, to become certified to operate swimming pools.

Section 2 – Demotions

- A. A demotion is a change from a higher pay classification to a lower pay classification within the classified services.
- B. Employees taking a voluntary demotion shall lose their seniority in the classification from which demoted, but shall be entitled to carry such seniority earned in the class from which demoted to the lower classification to which they may be demoted. An employee taking a voluntary demotion may apply to the appropriate authority for reinstatement to the classification from which the employee was demoted in accordance with Section 1 of this Article. Upon reinstatement to the class, the employee shall be credited with all seniority earned in the class from which they were demoted.
- C. Employees that are involuntarily demoted due to no cause of their own, shall retain seniority earned in the classification they were demoted from and shall be given first consideration based on their seniority when vacancies occur in the classification they were demoted from.

Section 3 – Seniority List

- A. A seniority list shall be maintained and brought up to date on ~~June 15~~ May 15 and ~~October 15~~ November 15 of each year with copies placed on the District's website, submitted to the president of the Union and emailed to each bargaining unit member using a bargaining unit email distribution list.
- B. Employees shall have thirty (30) calendar days after submitting the list to the union president to raise objections to their seniority rating. The objection must be made in writing to Human Resources.
- C. Any employee failing to protest their seniority as shown on such list within the thirty (30) day period shall be considered to have confirmed their seniority as listed.

Section 4 – Layoffs/Re-employment

- A. Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District No. 709, as the same may now exist or hereafter be adopted, amended, repealed or otherwise charged.

ARTICLE 22
Bus Drivers

Section 1 – Lunch Period

- A. A full-time bus driver's lunch schedule is to be scheduled to begin not earlier than 10:30 a.m. and is to end not later than 1:30 p.m. during the scheduled work day of the employee.
- B. Any such employee missing his one-half (1/2) hour lunch shall be paid overtime for the time scheduled during his lunch period.
- C. In any scheduling which would deprive the employee of over five (5) minutes of his lunchtime, they shall be compensated for a full one-half (1/2) hour.

Section 2 – Route Bidding

Subdivision 1 – Definition of Routes:

- A. Regularly scheduled routes shall consist of morning and afternoon regular and special education runs, noon kindergarten runs, secondary technical shuttle runs and after school activity routes, utility runs or a combination thereof.
- B. Extra runs shall consist of work experience, irregular special education runs that fall between the beginning and end of the regular school day, extra-curricular trips, field trips and any other run not included in A.

Subdivision II – Section Routes:

- A. Prior to the beginning of each school year, drivers shall be provided an opportunity to select regularly scheduled routes available to them by classification seniority.
- B. Extra runs shall be assigned to drivers by a combination of: classification seniority, availability of schedule, geographic location and pupil accessibility.
- C. If a driver's regularly scheduled route time changes by more than twenty percent (20%) of the original posted time, a driver may bump into a route held by a driver with lower seniority. The following procedure shall be followed in re-selection:
 - 1. A driver who believes their route has changed by the required amount shall petition in writing, within ten (10) days of the time the driver knew or should have known of the change, to a transportation supervisor that their route be reviewed for determination if the driver can use their seniority to bump into another route.
 - 2. The transportation supervisor shall within ten (10) days inform the driver that they may bump into a route. The driver shall have ten (10) days to inform the transportation supervisor which route of a lower seniority driver they wish to bump into, starting one (1) week from the date of notification. If the transportation supervisor denies the request to bump into a route, the driver may follow the normal grievance procedures.
- D. When a route becomes vacant, it shall be posted for five (5) business days for bidding by all drivers and will be awarded based on seniority.

Section 3 – Bus Driver II or Bus Helper who is assigned to work summer work will be entitled to and receive the same wage and benefits package that said employee received during the regular school year for the period of summer employment.

ARTICLE 23
Hazardous Pay

Section 1 – The following areas are to be considered as hazardous pay areas:

- Flat roofs with no parapet walls
- Tabled roofs, regardless of parapet walls (except Rockridge)
- Steep roofs, regardless of parapet walls
- All swing staging
- All boson chair work
- All scaffold work over thirty (30) feet
- Articulated boom work over thirty (30) feet

All work in these areas shall be with the use of approved safety belts, properly tied off.

The words "Hazardous Pay" shall be on the time cards for the number of hours the individual worked in this area. These hours so indicated will have an additional \$.25 per hour added to the regular hourly rate.

ARTICLE 24
Work Week

All employees within the bargaining unit may be required to work a workweek other than Monday through Friday, and which may include Saturday and Sunday.

ARTICLE 25
Engineer Classifications

Section 1 – Engineers assigned to 0 – 180,000 square feet are classified as Engineer II, and as buildings qualify based on square footage specified in Section 6 of this Article.

Section 2 – Engineers assigned to 180,001 – 240,000 square feet are classified as Engineer III, and as buildings qualify based on square footage specified in Section 6 of this Article. (Note: HOCHS was previously assigned to this level and is grandfathered in.)

Section 3 – Engineers assigned to 240,001 – 340,000 square feet are classified as Engineer IV, and as buildings qualify based on square footage specified in Section 6 of this Article.

Section 4 – The classification of existing buildings as of the 1989-1991 contract are grandfathered in according to their current statuses in classes I, II, III, and IV.

For all new buildings and additions, renovations or reductions, completed after July 1, 2004, the size for purposes of classification shall be determined utilizing the following definition:

- A. The floor space shall be determined using computer aided measurements of the actual surface area of spaces that need to be accessed daily or almost daily such as classrooms, fan rooms, boiler rooms, gyms and hallways and excluding areas that are sporadically visited for maintenance purposes such as crawl spaces, pipe tunnels, ventilation ducts or air plenums and attics; provided however, that these sporadically visited areas, including roofs, will be counted in the actual surface area so long as the specific space in a particular building is mutually identified and agreed upon the District and the Union.
- B. For the purposes of determining the classification of existing buildings as additions are constructed, if cumulative additions to an existing building add at least ten percent (10%) to the listed (July 1, 2004) floor space, and cause the building to exceed the minimum limits of the next higher class, the building will be reclassified to the higher class upon being occupied by District staff and students.
- C. Square footages for buildings as of December 19, 2017, are attached as Exhibit B.

Section 5 - In the event the Building Engineer is absent from their site for an entire shift and on a temporary basis, and there is no qualified site staff to perform the required daily check, the Engineer IV will be assigned to complete the required daily checks of the building(s) where the Engineer(s) is absent. Building checks are to be completed during the Engineer IV's regular working hours. The Engineer IV will receive a stipend at \$24/day for covering those duties. If the designated Engineer IV is unavailable, another qualified Engineer will be assigned to complete the required daily checks.

East High School Engineer will cover the east side of the district consisting of the following sites; East, Congdon Park, Ordean-East, Lester Park, Rockridge Academy, Lakewood, Myers/Wilkins and Lowell. Denfeld High School Engineer will cover west side of the district consisting of the following sites; Denfeld, Laura MacArthur, Stowe, Lincoln Park, Piedmont, District Service Center Campus, Homecroft and the downtown site.

Section 6: Licenses and Certifications

Effective with the ratification of the 2024-2027 contract all employees will be eligible for an additional amount with the following stipulations: Employees assigned to a job classification which requires a license as a condition of employment, shall receive an hourly premium for the required license. Employees will be compensated for only one additional pay rate for the licensure that is required per the job description.

The following rates will be paid for appropriate licensure/certificates, provided there is documentation of licensure/certification completion filed with human resources. If employees have completed certification but have not submitted documentation to human resources, the employee will not be entitled to back pay.

State of Minnesota Boiler License	
Special (4C)	\$.40/hr.
Second Class "C" (2C)	\$.60/hr.
First Class "C" (1C)	\$.75/hr.
Chief Class "C" (CC)	\$1.00/hr.

Certified Pool Operator	\$.75/hr.
Certified Building Operator Level I	\$.25/hr.
Certified Building Operator Level II	\$.25/hr.

ARTICLE 26
Union Dues

Eligibility for Union membership shall be established at the completion of thirty (30) calendar days of continuous employment. The Union membership list will be updated at that time.

The District shall provide the Union with a copy of each new employee's offer letter as soon as possible after the new employee accepts offer of employment.

Upon receipt from the Union of signed written check off authorization card 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 same to the appropriate Union representative or its assignee as may be properly designated. The District agrees to deduct and transmit political contributions, in the monthly amount specified, from the wages of those employees who voluntarily authorize such contributions, to the National Conference of Firemen & Oilers, District Local 32BJ/SEIU (Union). Forms for the purpose of such voluntary authorization will be provided by the Union. The monthly amounts specified must be in even dollar amounts and there must be at least five (5) employees who agree to participate. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

ARTICLE 27
Special Provisions Relating To Bus Helpers

Section 1 – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called “Bus Helper”. The wages and conditions of employment applicable to the classification of "Bus Helper" shall be contained solely within this Article. Other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

Section 2 – Hours Of Work

- A. Bus Helpers will be employed when school is in session and Bus Helpers are needed as determined by the administration.
- B. The daily work schedule shall be determined by the administration.
 - 1) Split shifts may be assigned.
 - 2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
 - 3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.
 - 4) Bus Helpers shall have a minimum work day of five hours, unless after hire, the employee requests less than a five-hour work day.

Section 3 – Vacation, Holidays, Sick Leave

- A. **Vacation** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.
- B. **Holidays** – Bus Helpers who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
- C. **Sick Leave** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
- D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) or more hours per week shall be prorated.

Section 4 – On The Job Injury – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

Section 5 – Bus Helpers Employed as Temporary Summer Custodians - Bus Helpers who are employed as Temporary Summer Custodians shall:

- 1) Receive the Step C wage of the Custodian I classification;
- 2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
- 3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

Section 6 – This Article contains the full and complete understanding of the parties for the classification of Bus Helper.

It is specifically understood that Article 2, paragraph G, concerning subcontracting of work shall not apply to the classification of Bus Helper.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

ARTICLE 28
Special Provisions Relating To School Bus Driver II

Section 1 – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called “School Bus Driver II”. The wages and conditions of employment applicable to the classification of “School Bus Driver II” shall be contained solely within this Article. Other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

Section 2 – Hours Of Work

- A. School Bus Driver II’s will be employed when school is in session and are needed as determined by the administration.
- B. The daily work schedule shall be determined by the administration.
 - 1) Split shifts may be assigned.
 - 2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
 - 3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.
 - 4) Bus Driver II’s shall have a minimum work day of five hours, unless after hire, the employee requests less than a 5-hour day.

Section 3 – Vacation, Holidays, Sick Leave

- A. **Vacation** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.
- B. **Holidays** – Employees who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
- C. **Sick Leave** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
- D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) or more hours per week shall not be prorated.

Section 4 – On The Job Injury – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

Section 5 – Bus Driver IIs Employed as Temporary Summer Custodians - Bus Driver IIs who are employed as Temporary Summer Custodians shall:

- 1) Receive the Step C wage of the Custodian I classification;
- 2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
- 3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

Section 5 – This Article contains the full and complete understanding of the parties for the classification of School Bus Driver II.

It is specifically understood that Article 2, paragraph G, concerning sub-contracting of work shall not apply to the classification of School Bus Driver II.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

ARTICLE 29
Definition

Where the term employee is used herein, shall mean a maintenance and operations personnel of the School District within the positions and classifications included in Wage Schedules attached hereto and made a part of this Agreement, except part-time employees whose service does not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

ARTICLE 30
Matters Not Covered

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

ARTICLE 31
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 32
Savings Clause

In the event that any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination, all other provisions of this Agreement shall continue in effect.

ARTICLE 33
General Provisions

Section 1 – Resignations

- A. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to their leaving on shorter notice.
- B. Any employee who has resigned after giving proper notice may, within thirty (30) calendar days after termination of employment, and with the consent of the Board and appointing authority, withdraw their resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, they may, upon written request to the appointing authority, have their name placed on the reemployment list for a position.
- C. In Accordance With Civil Service Rule 18.4, Resignation May Be Presumed in Certain Cases: Any employee who is absent from duty for three (3) consecutive business days without securing leave from their supervisor or without notifying him/her of the reason for their absence and the time when they expects to return, or fails to notify the appointing authority of their readiness to resume their duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

Section 2 – School Related Injuries – An employee in the first six (6) months of employment who is injured in the course of carrying out duties and responsibilities as an employee of the Board shall be granted leave without loss of pay or benefits for a period not to exceed five (5) days.

Section 3 – Tort/Liability Protection – The School District will, subject to the provisions of state statute, defend, hold harmless, and indemnify Unit employees from any and all demands, claims, suits, actions, and legal

proceedings brought against an employee in their individual capacity, or in their official capacity as an employee of the School District, provided the incident arose while the employee was acting within the scope of their employment and acting in good faith.

Section 4 – Personnel Files

- A. An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Administrative Offices and to submit for inclusion in the file written information in response to any such material.
- B. Identification or written authorization shall be required before access is given to any file.
- C. All materials received for inclusion in a personnel file shall be stamped with a date received for filing.
- D. An employee shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the employee's signature.
- E. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name, and reason for inspection.
- F. Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall it be used in a recommendation for personnel assignment.

Section 5 – Performance Evaluation – All evaluations of an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each employee so evaluated shall be informed.

Section 6 – Jury Duty

- A. When an employee is selected for jury duty, upon prompt notification to their supervisor, they shall be released from their regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
- B. While on jury duty an employee will be paid the regular rate of pay (excluding shift differential) of the job in which they were scheduled to work. However, their jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

Section 7 – Training – The parties agree that a committee made up of a total of six (6) members, three (3) appointed by administration and three (3) appointed by the Union, shall discuss the issue of in-service training for employees.

Section 8 – Video Security, Surveillance, Employee Confidentiality – Maintaining the health, welfare and safety of students, staff, and visitors while on school district property and the protection of taxpayer property are important functions of the school district. District administration and staff shall comply with School District policies 3188, 3188R, and 711.

ARTICLE 34
Term Of Agreement

This Agreement shall be effective July 1, 2024, except as otherwise provided herein, and shall remain in effect through June 30, 2027, and from year to year thereafter unless the Union or the School District shall give written notice to the other on or before April 1, 2027, or April 1 of each year thereafter, that such parties desire to meet and negotiate for the purpose of arriving at an agreement concerning conditions of employment for the following year.

It is agreed that along with said written notice such party shall give in writing, to the other party, the substance of changes and the language desired in the new Agreement, but the failure to include other changes and other language desired shall not prevent the party giving said notice to meet and negotiate with the other party for the purpose of arriving at an agreement as to all such other changes and other language desired which are not given or included with the written notice.

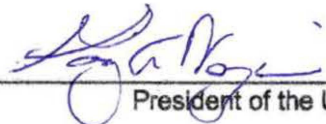
IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

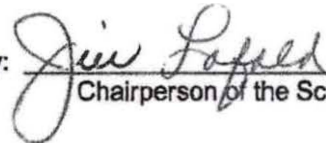
National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956.

Dated at Duluth, Minnesota this 17th day of September 2024

NATIONAL CONFERENCE OF FIREMEN
AND OILERS, DISTRICT OF 32BJ, SEIU
(NCFO DISTRICT) CHAPTER. 956

INDEPENDENT SCHOOL DISTRICT NO. 709

By: 
President of the Union

By: 
Chairperson of the School Board

By: 
Chair of the Negotiation Committee for the Union

By: 
Clerk of the School Board

By: 
International Representative for the Union

EXHIBIT B
Building Square Footage

updated 11/13/24 CK

BUILDING DATES/ADDITIONS AND SQUARE FOOTAGE

<i>building</i>	<i>built</i>	<i>square feet (net)</i>
District Services Center, 709 Portia Johnson Drive	2022	29,375
Transportation Building, 711 Portia Johnson Drive	2022	30,029
Facilities Building, 713 Portia Johnson Drive	1994	16,000
	75,400	
Denfeld High School, 401 North 44th Avenue West	1926	158,667
Addition - gymnasium, media center	1987	52,008
Addition - classrooms	2010	99,958
Addition - shop	2016	2,109
Public School Stadium - All Buildings	2001	
Public School Stadium Building (locker rooms/toilets)	2001	4,607
Public School Stadium Press Box	2001	434
Public School Stadium Track and Field Storage Building (24'x30' garage)	2001	677
Public School Stadium Concession Building	2001	266
Public School Stadium Ticket Booths (2) 8' x 10'	2001	116
	318,842	
East High School, 301 North 40th Avenue East	1956	110,730
Addition - science classrooms	1992	5,503
Addition - media center, classrooms	1994	5,728
Addition - classroom (conversion to high school)	2010	161,287
Baseball Field Press Box	2001	105
Ordean Stadium - All Buildings	2012	
Ordean Stadium Concession Building	2012	3,516
Ordean Stadium Ticket Booth	2012	102
Ordean Stadium Press Box	2012	328
Ordean Stadium Field Storage Building	2012	614
	287,913	
Lincoln Park Middle School, 3215 West 3rd Street	2012	188,933
Pump House (204 SF included in Middle School square footage)	2012	204
	189,137	
Ordean East Middle School, 2900 East 4th Street	1926	95,724
Addition - music wing	1958	7,772
Addition - gymnasium, shops, office, media center	1967	27,915
Addition - gymnasium, food service	1987	47,749
Addition - swimming pool (conversion to middle school)	2010	14,269
Storage Building (athletic field)	1987	332
Press Box (football/soccer field bleachers) moved from Ordean MS	2010	320
Press Box (baseball field)	2012	139
Garden Shed	2016	117
	194,337	
Congdon Park Elementary School, 3116 East Superior Street	1929	27,055
Addition - classrooms, office	1964	4,952
Addition - classrooms, food service, media center	1987	27,531
Addition - gymnasium, classroom	2013	11,261
	70,799	
Homecroft Elementary School, 4784 Howard Gnesen Road	1952	32,459
Addition - bus garage (classrooms)	1956	2,158
Addition - classrooms	1963	4,145
Addition - media center	2005	2,753
Addition - classrooms	2009	10,388
	51,903	
Lakewood Elementary School, 5207 North Tischer Road	1992	46,274
Pump House Building 12' x 16'	2008	137
	46,411	
Laura MacArthur Elementary School, 720 North Central Avenue	2011	88,145
	88,145	
Lester Park Elementary School, 5300 Glenwood Avenue	2011	76,776
	76,776	
Lowell Elementary School, 2000 Rice Lake Road	1960	10,354
Addition - gymnasium	1962	4,055
Addition - elementary school addition (new Lowell)	1993	76,176
	90,585	
Myers-Wilkins Elementary School, 1027 North 8th Avenue East	1918	37,164
Addition - food service, media center	1982	5,557
Addition - Classrooms (first floor)	1991	2,520
Addition - Classrooms (second & third floor)	1993	5,144
Addition - gymnasium, media center, classrooms	2013	34,896
	85,281	
Piedmont Elementary School, 2827 Chambersburg Avenue	2011	83,227
	83,227	
Stowe Elementary School, 715 - 101st Avenue West	1992	72,149
Addition - entrance (old Stowe demolished 1994)	1994	1,060
Compost Building 20' x 24'	1996	435
	73,644	
Rockridge Academy, 4849 Ivanhoe Street	1965	17,060
Addition - classrooms	1992	10,864
	27,924	
	Square Foot (inst & admin)	1,760,331

Wage Schedule 2024-2025

Pay Group	Classification	Step A	Step B	Step C	Step D	Step E	Step F
-	-	Start	6 mo	1 year	2 years	3 years	4 years
1	Bus Helper	<u>16.90</u>	<u>17.36</u>	<u>17.63</u>	<u>17.89</u>	<u>18.16</u>	<u>18.43</u>
2	School Bus Driver II	<u>23.08</u>	<u>23.71</u>	<u>24.07</u>	<u>24.43</u>	<u>24.80</u>	<u>25.17</u>
3	Custodian I	<u>17.52</u>	<u>18.00</u>	<u>18.27</u>	<u>18.55</u>	<u>18.82</u>	<u>19.11</u>
3a	Custodian II	<u>17.67</u>	<u>18.16</u>	<u>18.43</u>	<u>18.70</u>	<u>18.99</u>	<u>19.27</u>
3b	Custodian III	<u>17.82</u>	<u>18.31</u>	<u>18.58</u>	<u>18.86</u>	<u>19.15</u>	<u>19.43</u>
4		<u>14.66</u>	<u>15.06</u>	<u>15.29</u>	<u>15.52</u>	<u>15.75</u>	<u>15.98</u>
4a	Floating Custodian	<u>18.49</u>	<u>19.00</u>	<u>19.28</u>	<u>19.57</u>	<u>19.87</u>	<u>20.16</u>
4b	Floating Custodian II	<u>18.64</u>	<u>19.15</u>	<u>19.44</u>	<u>19.73</u>	<u>20.03</u>	<u>20.33</u>
4c	Floating Custodian III	<u>18.79</u>	<u>19.31</u>	<u>19.60</u>	<u>19.89</u>	<u>20.19</u>	<u>20.49</u>
5		<u>19.29</u>	<u>19.82</u>	<u>20.12</u>	<u>20.42</u>	<u>20.72</u>	<u>21.03</u>
5a	Second Shift Engineer I	<u>19.15</u>	<u>19.67</u>	<u>19.97</u>	<u>20.27</u>	<u>20.57</u>	<u>20.88</u>
7	Pool Custodian**	<u>20.03</u>	<u>20.58</u>	<u>20.89</u>	<u>21.21</u>	<u>21.52</u>	<u>21.85</u>
8	Utilityperson I	<u>20.21</u>	<u>20.76</u>	<u>21.07</u>	<u>21.39</u>	<u>21.71</u>	<u>22.04</u>
9		<u>20.64</u>	<u>21.21</u>	<u>21.53</u>	<u>21.85</u>	<u>22.18</u>	<u>22.51</u>
10		<u>20.99</u>	<u>21.57</u>	<u>21.89</u>	<u>22.22</u>	<u>22.55</u>	<u>22.89</u>
11	Receiving & Distribution Clerk	<u>21.54</u>	<u>22.13</u>	<u>22.47</u>	<u>22.80</u>	<u>23.15</u>	<u>23.49</u>
11a	Bus Driver	<u>23.12</u>	<u>23.76</u>	<u>24.11</u>	<u>24.47</u>	<u>24.84</u>	<u>25.21</u>
12	Second Shift Engineer II	<u>22.06</u>	<u>22.67</u>	<u>23.01</u>	<u>23.35</u>	<u>23.70</u>	<u>24.06</u>
13	Assistant Printer	<u>22.98</u>	<u>23.61</u>	<u>23.97</u>	<u>24.33</u>	<u>24.69</u>	<u>25.06</u>
13a		<u>24.68</u>	<u>25.36</u>	<u>25.74</u>	<u>26.13</u>	<u>26.52</u>	<u>26.92</u>
14		<u>24.93</u>	<u>25.61</u>	<u>26.00</u>	<u>26.39</u>	<u>26.78</u>	<u>27.19</u>
15	Engineer II	<u>26.42</u>	<u>27.14</u>	<u>27.55</u>	<u>27.96</u>	<u>28.38</u>	<u>28.81</u>
16		<u>26.94</u>	<u>27.68</u>	<u>28.09</u>	<u>28.52</u>	<u>28.94</u>	<u>29.38</u>
17	Auto Mechanic, Carpenter	<u>27.14</u>	<u>27.89</u>	<u>28.31</u>	<u>28.73</u>	<u>29.16</u>	<u>29.60</u>
-	Electrician, Graphic Designer	<u>27.14</u>	<u>27.89</u>	<u>28.31</u>	<u>28.73</u>	<u>29.16</u>	<u>29.60</u>
-	Printer Operator	<u>27.14</u>	<u>27.89</u>	<u>28.31</u>	<u>28.73</u>	<u>29.16</u>	<u>29.60</u>
-	Route Coordinator/Trainer	<u>27.14</u>	<u>27.89</u>	<u>28.31</u>	<u>28.73</u>	<u>29.16</u>	<u>29.60</u>
-	Utilityperson II	<u>27.14</u>	<u>27.89</u>	<u>28.31</u>	<u>28.73</u>	<u>29.16</u>	<u>29.60</u>
17a	Engineer III	<u>27.43</u>	<u>28.18</u>	<u>28.60</u>	<u>29.03</u>	<u>29.47</u>	<u>29.91</u>
18	HVAC & Mtncce Mechanic	<u>28.04</u>	<u>28.81</u>	<u>29.24</u>	<u>29.68</u>	<u>30.13</u>	<u>30.58</u>
-	Print Shop Coordinator/Printer	<u>28.04</u>	<u>28.81</u>	<u>29.24</u>	<u>29.68</u>	<u>30.13</u>	<u>30.58</u>
19	Engineer IV	<u>28.18</u>	<u>28.96</u>	<u>29.39</u>	<u>29.83</u>	<u>30.28</u>	<u>30.73</u>
20	Master Electrician	<u>29.75</u>	<u>30.57</u>	<u>31.03</u>	<u>31.49</u>	<u>31.96</u>	<u>32.44</u>

Wage Schedule 2025-2026

Pay Group	Classification	Step A	Step B	Step C	Step D	Step E	Step F
-	-	Start	6 mo	1 year	2 years	3 years	4 years
1	Bus Helper	<u>17.41</u>	<u>17.89</u>	<u>18.15</u>	<u>18.43</u>	<u>18.70</u>	<u>18.98</u>
2	School Bus Driver II	<u>23.77</u>	<u>24.43</u>	<u>24.79</u>	<u>25.16</u>	<u>25.54</u>	<u>25.93</u>
3	Custodian I	<u>18.05</u>	<u>18.54</u>	<u>18.82</u>	<u>19.10</u>	<u>19.39</u>	<u>19.68</u>
3a	Custodian II	<u>18.20</u>	<u>18.70</u>	<u>18.98</u>	<u>19.27</u>	<u>19.55</u>	<u>19.85</u>
3b	Custodian III	<u>18.35</u>	<u>18.86</u>	<u>19.14</u>	<u>19.43</u>	<u>19.72</u>	<u>20.02</u>
4		<u>15.10</u>	<u>15.51</u>	<u>15.74</u>	<u>15.98</u>	<u>16.22</u>	<u>16.46</u>
4a	Floating Custodian	<u>19.04</u>	<u>19.57</u>	<u>19.86</u>	<u>20.16</u>	<u>20.46</u>	<u>20.77</u>
4b	Floating Custodian II	<u>19.20</u>	<u>19.73</u>	<u>20.02</u>	<u>20.32</u>	<u>20.63</u>	<u>20.94</u>
4c	Floating Custodian III	<u>19.35</u>	<u>19.89</u>	<u>20.18</u>	<u>20.49</u>	<u>20.79</u>	<u>21.11</u>
5		<u>19.87</u>	<u>20.41</u>	<u>20.72</u>	<u>21.03</u>	<u>21.35</u>	<u>21.67</u>
5a	Second Shift Engineer I	<u>19.72</u>	<u>20.26</u>	<u>20.57</u>	<u>20.87</u>	<u>21.19</u>	<u>21.51</u>
7	Pool Custodian**	<u>20.63</u>	<u>21.20</u>	<u>21.52</u>	<u>21.84</u>	<u>22.17</u>	<u>22.50</u>
8	Utilityperson I	<u>20.81</u>	<u>21.38</u>	<u>21.71</u>	<u>22.03</u>	<u>22.36</u>	<u>22.70</u>
9		<u>21.26</u>	<u>21.85</u>	<u>22.18</u>	<u>22.51</u>	<u>22.85</u>	<u>23.19</u>
10		<u>21.62</u>	<u>22.22</u>	<u>22.55</u>	<u>22.89</u>	<u>23.23</u>	<u>23.58</u>
11	Receiving & Distribution Clerk	<u>22.19</u>	<u>22.80</u>	<u>23.14</u>	<u>23.49</u>	<u>23.84</u>	<u>24.20</u>
11a	Bus Driver	<u>23.81</u>	<u>24.47</u>	<u>24.84</u>	<u>25.21</u>	<u>25.59</u>	<u>25.97</u>
12	Second Shift Engineer II	<u>22.72</u>	<u>23.35</u>	<u>23.70</u>	<u>24.06</u>	<u>24.42</u>	<u>24.78</u>
13	Assistant Printer	<u>23.67</u>	<u>24.32</u>	<u>24.69</u>	<u>25.06</u>	<u>25.43</u>	<u>25.81</u>
13a		<u>25.42</u>	<u>26.12</u>	<u>26.52</u>	<u>26.91</u>	<u>27.32</u>	<u>27.73</u>
14		<u>25.68</u>	<u>26.38</u>	<u>26.78</u>	<u>27.18</u>	<u>27.59</u>	<u>28.00</u>
15	Engineer II	<u>27.21</u>	<u>27.96</u>	<u>28.38</u>	<u>28.80</u>	<u>29.24</u>	<u>29.67</u>
16		<u>27.75</u>	<u>28.51</u>	<u>28.94</u>	<u>29.37</u>	<u>29.81</u>	<u>30.26</u>
17	Auto Mechanic, Carpenter	<u>27.96</u>	<u>28.73</u>	<u>29.16</u>	<u>29.59</u>	<u>30.04</u>	<u>30.49</u>
-	Electrician, Graphic Designer	<u>27.96</u>	<u>28.73</u>	<u>29.16</u>	<u>29.59</u>	<u>30.04</u>	<u>30.49</u>
-	Printer Operator	<u>27.96</u>	<u>28.73</u>	<u>29.16</u>	<u>29.59</u>	<u>30.04</u>	<u>30.49</u>
-	Route Coordinator/Trainer	<u>27.96</u>	<u>28.73</u>	<u>29.16</u>	<u>29.59</u>	<u>30.04</u>	<u>30.49</u>
-	Utilityperson II	<u>27.96</u>	<u>28.73</u>	<u>29.16</u>	<u>29.59</u>	<u>30.04</u>	<u>30.49</u>
17a	Engineer III	<u>28.25</u>	<u>29.03</u>	<u>29.46</u>	<u>29.90</u>	<u>30.35</u>	<u>30.81</u>
18	HVAC & Mtncce Mechanic	<u>28.88</u>	<u>29.68</u>	<u>30.12</u>	<u>30.57</u>	<u>31.03</u>	<u>31.50</u>
-	Print Shop Coordinator/Printer	<u>28.88</u>	<u>29.68</u>	<u>30.12</u>	<u>30.57</u>	<u>31.03</u>	<u>31.50</u>
19	Engineer IV	<u>29.03</u>	<u>29.83</u>	<u>30.27</u>	<u>30.73</u>	<u>31.19</u>	<u>31.66</u>
20	Master Electrician	<u>30.64</u>	<u>31.49</u>	<u>31.96</u>	<u>32.44</u>	<u>32.92</u>	<u>33.42</u>

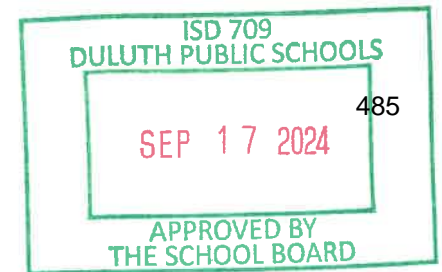
Wage Schedule 2026-2027							
Pay Group	Classification	Step A	Step B	Step C	Step D	Step E	Step F
-	-	Start	6 mo	1 year	2 years	3 years	4 years
1	Bus Helper	<u>17.93</u>	<u>18.42</u>	<u>18.70</u>	<u>18.98</u>	<u>19.26</u>	<u>19.55</u>
2	School Bus Driver II	<u>24.49</u>	<u>25.16</u>	<u>25.54</u>	<u>25.92</u>	<u>26.31</u>	<u>26.70</u>
3	Custodian I	<u>18.59</u>	<u>19.10</u>	<u>19.38</u>	<u>19.68</u>	<u>19.97</u>	<u>20.27</u>
3a	Custodian II	<u>18.75</u>	<u>19.26</u>	<u>19.55</u>	<u>19.84</u>	<u>20.14</u>	<u>20.44</u>
3b	Custodian III	<u>18.91</u>	<u>19.43</u>	<u>19.72</u>	<u>20.01</u>	<u>20.31</u>	<u>20.62</u>
4		<u>15.55</u>	<u>15.98</u>	<u>16.22</u>	<u>16.46</u>	<u>16.71</u>	<u>16.96</u>
4a	Floating Custodian	<u>19.62</u>	<u>20.16</u>	<u>20.46</u>	<u>20.76</u>	<u>21.08</u>	<u>21.39</u>
4b	Floating Custodian II	<u>19.78</u>	<u>20.32</u>	<u>20.62</u>	<u>20.93</u>	<u>21.25</u>	<u>21.57</u>
4c	Floating Custodian III	<u>19.93</u>	<u>20.48</u>	<u>20.79</u>	<u>21.10</u>	<u>21.42</u>	<u>21.74</u>
5		<u>20.46</u>	<u>21.03</u>	<u>21.34</u>	<u>21.66</u>	<u>21.99</u>	<u>22.32</u>
5a	Second Shift Engineer I	<u>20.31</u>	<u>20.87</u>	<u>21.18</u>	<u>21.50</u>	<u>21.82</u>	<u>22.15</u>
7	Pool Custodian**	<u>21.25</u>	<u>21.84</u>	<u>22.16</u>	<u>22.50</u>	<u>22.83</u>	<u>23.18</u>
8	Utilityperson I	<u>21.44</u>	<u>22.03</u>	<u>22.36</u>	<u>22.69</u>	<u>23.03</u>	<u>23.38</u>
9		<u>21.90</u>	<u>22.50</u>	<u>22.84</u>	<u>23.18</u>	<u>23.53</u>	<u>23.89</u>
10		<u>22.27</u>	<u>22.88</u>	<u>23.23</u>	<u>23.57</u>	<u>23.93</u>	<u>24.29</u>
11	Receiving & Distribution Clerk	<u>22.85</u>	<u>23.48</u>	<u>23.84</u>	<u>24.19</u>	<u>24.56</u>	<u>24.92</u>
11a	Bus Driver	<u>24.53</u>	<u>25.20</u>	<u>25.58</u>	<u>25.96</u>	<u>26.35</u>	<u>26.75</u>
12	Second Shift Engineer II	<u>23.41</u>	<u>24.05</u>	<u>24.41</u>	<u>24.78</u>	<u>25.15</u>	<u>25.53</u>
13	Assistant Printer	<u>24.38</u>	<u>25.05</u>	<u>25.43</u>	<u>25.81</u>	<u>26.19</u>	<u>26.59</u>
13a		<u>26.19</u>	<u>26.91</u>	<u>27.31</u>	<u>27.72</u>	<u>28.14</u>	<u>28.56</u>
14		<u>26.45</u>	<u>27.17</u>	<u>27.58</u>	<u>28.00</u>	<u>28.42</u>	<u>28.84</u>
15	Engineer II	<u>28.03</u>	<u>28.80</u>	<u>29.23</u>	<u>29.67</u>	<u>30.11</u>	<u>30.56</u>
16		<u>28.58</u>	<u>29.36</u>	<u>29.81</u>	<u>30.25</u>	<u>30.71</u>	<u>31.17</u>
17	Auto Mechanic, Carpenter	<u>28.80</u>	<u>29.59</u>	<u>30.03</u>	<u>30.48</u>	<u>30.94</u>	<u>31.40</u>
-	Electrician, Graphic Designer	<u>28.80</u>	<u>29.59</u>	<u>30.03</u>	<u>30.48</u>	<u>30.94</u>	<u>31.40</u>
	Printer Operator	<u>28.80</u>	<u>29.59</u>	<u>30.03</u>	<u>30.48</u>	<u>30.94</u>	<u>31.40</u>
	Route Coordinator/Trainer	<u>28.80</u>	<u>29.59</u>	<u>30.03</u>	<u>30.48</u>	<u>30.94</u>	<u>31.40</u>
	Utilityperson II	<u>28.80</u>	<u>29.59</u>	<u>30.03</u>	<u>30.48</u>	<u>30.94</u>	<u>31.40</u>
17a	Engineer III	<u>29.10</u>	<u>29.90</u>	<u>30.35</u>	<u>30.80</u>	<u>31.26</u>	<u>31.73</u>
18	HVAC & Mtncce Mechanic	<u>29.75</u>	<u>30.57</u>	<u>31.02</u>	<u>31.49</u>	<u>31.96</u>	<u>32.44</u>
-	Print Shop Coordinator/Printer	<u>29.75</u>	<u>30.57</u>	<u>31.02</u>	<u>31.49</u>	<u>31.96</u>	<u>32.44</u>
19	Engineer IV	<u>29.90</u>	<u>30.72</u>	<u>31.18</u>	<u>31.65</u>	<u>32.12</u>	<u>32.61</u>
20	Master Electrician	<u>31.56</u>	<u>32.43</u>	<u>32.92</u>	<u>33.41</u>	<u>33.91</u>	<u>34.42</u>

Longevity

Employees who have been employed full time for more than fifteen (15) continuous years in a permanent position of the classified service of the School District shall be eligible for a longevity award on the following basis:

- A. \$40.00 per month (.24 per hour) after fifteen (15 years) of service;
- B. \$100.00 per month (.58 per hour) after twenty (20) years of service;
- C. \$160.00 per month (.92 per hour) after twenty-five (25) years of service;
- D. \$220.00 per month (1.27 per hour) after thirty (30) years of service;

Continuous service is defined as having no break in service over first (30) days, except by an authorized leave of absence. All time on leave of absence, except for military service and maternity, in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date.



Duluth School Board proposes:

Tuesday, September 17, 2024

Submitted by members: Rosie Loeffler-Kemp, Jill Lofald

Legislative Resolution: Increasing Technology Funding for Minnesota Schools

WHEREAS, the State of Minnesota is committed to providing a high-quality education to all of its students; and

WHEREAS, technology plays a critical role in modern education, enhancing student learning, engagement, and preparation for the 21st century workforce; and

WHEREAS, many Minnesota school districts face significant challenges in securing adequate funding for technology initiatives, often relying on local referenda that can be difficult to pass; and

WHEREAS, insufficient technology funding can lead to outdated infrastructure, inadequate cybersecurity measures, and limited access to essential educational tools; and

WHEREAS, investing in school technology can improve student outcomes, enhance teacher effectiveness, and support the overall success of Minnesota's education system;

NOW, THEREFORE, BE IT RESOLVED by the the Minnesota Senate and House of Representatives:

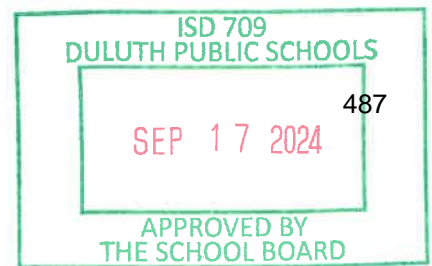
1. That the Legislature recognizes the critical importance of technology in education and the need to increase funding for technology initiatives in Minnesota schools.
2. That the Legislature directs the [relevant state agency] to conduct a comprehensive study to assess the current state of technology funding in Minnesota schools, including identifying any funding gaps and determining the necessary resources to address these gaps.
3. That the Legislature supports the allocation of additional funds to support technology initiatives in the upcoming [fiscal year], with a focus on providing equitable access to technology resources for all students.
4. That the Legislature encourages the [relevant state agency] to develop and implement strategies to improve the efficiency and effectiveness of technology investments in schools, including exploring innovative approaches to technology procurement and management.

5. That the Legislature commits to ongoing monitoring and evaluation of technology funding and service delivery to ensure that the needs of schools and students are being met.

Supporting Data and Research:

- National Education Association reports on the impact of technology on student achievement
- Minnesota Department of Education data on technology funding and access in schools
- Case studies of successful technology initiatives in Minnesota schools
- Testimony from educators, administrators, and parents regarding the challenges and needs associated with technology funding

Please Note: As a Duluth School Board we need to refine and make sure this resolution can be adapted to fit the specific needs and circumstances of the Minnesota Legislature. It is important to consult with relevant stakeholders, including education experts, policymakers, and advocacy groups, to ensure that the resolution is effective and addresses the most pressing concerns related to technology funding in schools.



Duluth School Board proposes:

Tuesday, September 17, 2024

Submitted by members: Rosie Loeffler-Kemp, Jill Lofald

Legislative Resolution: Increasing Funding for Special Education in Minnesota

WHEREAS, the State of Minnesota is committed to providing a high-quality education to all its students, including those with disabilities; and

WHEREAS, the federal government has consistently failed to deliver full special education funding to our schools; and

WHEREAS, special education services are essential to ensuring that students with disabilities have equal opportunities to learn and succeed; and

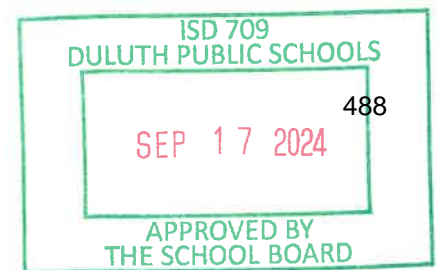
WHEREAS, research has consistently shown that increased funding for special education is correlated with improved student outcomes; and

WHEREAS, the Minnesota Department of Education has identified a significant funding gap for special education services; and

WHEREAS, this funding gap has led to increased burdens on school districts and families, and may negatively impact the quality of education provided to students with disabilities;

NOW, THEREFORE, BE IT RESOLVED by the (Duluth Public Schools or MSBA), that the Minnesota State Legislature:

1. Directs the Minnesota Department of Education to conduct a comprehensive study to assess the current state of special education funding in Minnesota, including identifying any funding gaps and determining the necessary resources to address these gaps.
2. Supports the allocation of additional funds to support special education services in the upcoming 2025/2026 biennium, with the goal of ensuring that all students with disabilities have access to the resources and supports they need to succeed.
3. Directs the Minnesota Department of Education to develop and implement strategies to improve the efficiency and effectiveness of special education services, including exploring innovative approaches to service delivery and utilizing technology to enhance student outcomes.
4. Commits to ongoing monitoring and evaluation of special education funding and service delivery to ensure that the needs of students with disabilities are being met.



Duluth School Board proposes:

Tuesday, September 17, 2024

Submitted by members: Rosie Loeffler-Kemp, Jill Lofald

Legislative Resolution: Increasing Funding for Career and Technical Education in Minnesota

WHEREAS, the Minnesota economy is increasingly reliant on a skilled workforce, particularly in the fields of manufacturing, construction, and technology; and

WHEREAS, Career and Technical Education (CTE) programs provide students with the hands-on skills and knowledge necessary to succeed in these high-demand industries; and

WHEREAS, the Duluth region has a strong tradition of unionized trades that contribute significantly to the local economy and provide well-paying jobs; and

WHEREAS, increased investment in CTE programs will help ensure that Minnesota students have the opportunity to pursue fulfilling careers in these fields;

NOW, THEREFORE, BE IT RESOLVED BY THE Minnesota Senate and House of Representatives:

1. **Increased Funding:** The Legislature shall allocate additional funding to public schools throughout Minnesota for the purpose of expanding and improving CTE programs.
2. **Targeted Investments:** The allocated funds shall be used to support the following initiatives:
 - **Program Expansion:** Increasing the number and variety of CTE courses offered in schools.
 - **Equipment and Facilities:** Providing schools with the necessary tools, equipment, and facilities to deliver high-quality CTE instruction.
 - **Partnerships:** Fostering partnerships between schools, businesses, and labor unions to provide students with real-world experiences and job opportunities.
 - **Teacher Training:** Ensuring that CTE teachers have access to ongoing professional development to stay current with industry trends and best practices.
3. **Focus on Regional Needs:** The Legislature shall prioritize CTE programs that align with the specific needs of the Duluth region, including those related to the union trades.

4. **Data-Driven Decision Making:** The Minnesota Department of Education shall collect and analyze data on CTE program outcomes to inform future funding decisions and program improvements.

BY PASSING THIS RESOLUTION, THE LEGISLATURE WILL TAKE A SIGNIFICANT STEP TOWARD ENSURING THAT MINNESOTA STUDENTS HAVE THE SKILLS AND OPPORTUNITIES THEY NEED TO SUCCEED IN THE STATE'S GROWING ECONOMY.