

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 26, 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 - October 15, 2024 3
- 2) Monthly Committee of the Whole - November 19, 2024 5

B. Approval of Action Items

- 1) Human Resources
 - a. HR Staffing Report 7
 - b. Other Action Items
- 2) Finance
 - a. Financial Report 9
 - b. Fundraisers 10
 - c. Bids, RFPs and Quotes
 - d. Contracts, Change Orders, Leases
 - (1) LEASE - LEAF Black & White Copiers for the Print Shop 11
 - (2) CONTRACT - ICS Agreement for Myers-Wilkins Elementary School Gym Wall Repairs 17
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
- 4) Other
 - a. Diploma Requests 29
 - b. Field Trip Requests - None
 - c. Data Sharing Agreements - None

C. Approval of Policy Readings

- 1) First Readings
 - a. 621 Literacy and the Read Act 40
- 2) Second Readings - None
- 3) Policies for Review
 - a. 707 Transportation of Public Schools Students 47
 - b. 725 Requests for Proposals 70

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

- 1) Monthly Committee of the Whole - November 19, 2024 72
- 2) Policy Committee - November 19, 2024 129

3) Human Resources/Business Services Committee - November 12,
2024

150

Regular School Board Meeting
Tuesday, October 15, 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: Absent
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present

Present: 6, Absent: 1.

Member Sadowski left the room at 7:06 p.m. and returned at 7:07 p.m.

1. Call to Order
at 6:33 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.

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

Yea: 6, Nay: 0, Absent: 1

5. School and Community Recognition

None

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives

Student Representative Patronas presented the East Student Report.

Student Representative Miller presented the Denfeld Student Report.

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report

Topics included:

Student Reports

Professional Learning Updates

Legislative Updates

Superintendent Goals

Budget Reduction and Realignment Update

Community Schools Grant Expansion

Other

Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 6, Nay: 0, Absent: 1

12. Questions / Other

Chair Lofald mentioned a book study for members to prepare for discussion at the upcoming Work Session on December 5th.


Chair Lofald and Member Banks shared information about site visits and shared some experiences at those site visits.

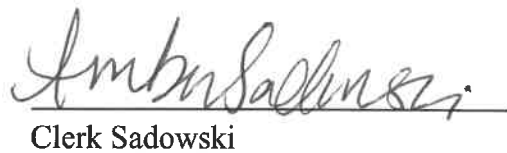
13. Adjournment

Move to Adjourn at 8:12 p.m.. This motion, made by Sarah Mikesell and seconded by Kelly Durick Eder, Passed.

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

Yea: 6, Nay: 0, Absent: 1


Chair Lofald


Clerk Sadowski

Monthly Committee of the Whole Board
Meeting
Tuesday, November 19, 2024 4:30 PM Central

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

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

1. CALL TO ORDER
at 4:40 p.m.

2. ROLL CALL

3. AGENDA ITEMS

Move to Amend the agenda to allow us to take action on items 3.C.1)E-11-24-4064 Minnesota State High School League Foundation and 3.C.2)E-11-24-4065 Designation of Identified Official with Authority (IOWA) for Head Start. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp, Passed.

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

3.A. Strategic Plan Alignment

3.A.1) Advancing Equity

3.A.1)a. Professional Development 2024-25

3.A.2) Supporting Every Student

3.A.2)a. Child Nutrition - Summer Meal Audit Results

3.A.2)b. Site School Improvement Efforts

3.A.3) Improving Systems - N/A

3.B. Budget Update - Verbal

3.B.1) Business Services - Update on Budget Reduction/Realignment Process

3.C. Other - Resolutions

3.C.1) E-11-24-4064 Minnesota State High School League Foundation
Move to Approve Resolution E-11-24-4064 Minnesota State High School League Foundation. This motion, made by Jill Lofald and seconded by Rosie Loeffler-Kemp,

Passed.

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

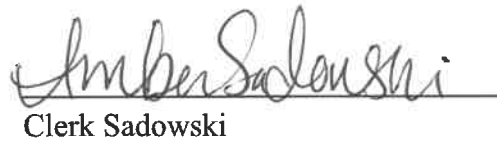
3.C.2) E-11-24-4065 Designation of Identified Official with Authority (IOwA) for Head Start

Move to Approve Resolution E-11-24-4065 Designation of Identified Official with Authority for Head Start. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.

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

4. ADJOURN
at 8:20 p.m.


Chair Lofald


Clerk Sadowski

HUMAN RESOURCES ACTION ITEMS FOR: November 26, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BISEK, HANNAH M	LTS GRADE 3/STOWE, (BA) III 4, 1.0, WOYNO S. MEDICAL LEAVE	10/25/2024
CARLAND, PAUL M	24 HR POST-GRADE 6 SCIENCE/ORDEAN EAST, (BA+45) III 3, 1.0	09/16/2024
CLARK, ERIN M	ELEMENTARY ART SPECIALIST/STOWE, (MA) III 9, 0.5, PUTZ A. TRANSFER	09/09/2024
CLARK, ERIN M	ELEMENTARY ART SPECIALIST/LAKEWOOD, (MA) III 9, 0.5, PUTZ A. TRANSFER	09/09/2024
DAVIES, ERIK B	HOULRY TEACHER/DAE, UP TO 14 HRS/38WKS, \$30.00/HR	11/04/2024
JOHNSON, CANDICE D	LTS KINDERGARTEN/LAURA MACARTHUR, (BA+30) III 8, 1.0, PECK A. LOA	09/03/2024
LIKALA, ISABEL R	LTS SPED RESOURCE/DENFELD, (BA) III 1, 1.0, BIANCHINI J. MATERNITY LEAVE	09/30/2024
MERRILL, MOLLY J	LTS GRADE 5/LAURA MACARTHUR, (BA) III 8, 1.0, METZER A. CHILD CARE LEAVE	10/31/2024
PASSERI, LYNSI A	ART SPECIALIST/LOWELL, (BA) III 1, 1.0, ROZEBOOM B. TRANSFER	10/22/2024
REYNDERS, LAUREN A	ELEMENTARY MATH INTERVENTIONIST TOSA/PIEDMONT, (BA) III 8, 1.0, LARSON A. DISPLACED	09/04/2024
SHUSTERICH, SHEILA K	LTS KINDERGARTEN/MYERS-WILKINS, (MA) IV 9, BEYER J. CHILD CARE LEAVE	11/04/2024
SIVERTSON, KRISTA L	SPED RESOURCE TEACHER/LESTER PARK, (MA) IV 9, 1.0, CHESELSKI, P LEAVE	11/04/2024
WOLFF, WENDY J	CHEMICAL HEALTH SPECIALIST TOSA/LINCOLN PARK, (MA+30) IV 9, 1.0,	10/01/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BISHOP, LINNEA L	ADULT BASIC EDUCATION/DULUTH ADULT EDUCATION	01/02/2025 05/06/2025
CHESELSKI, PENNY L	SPED RESOURCE/LESTER PARK	11/04/2024 11/04/2025
FINSTAD, CINDY C	SPED RESIDENTIAL-CHESTER CREEK	10/08/2024 10/21/2024
FLAA, JON C	ASSISTANT PRINCIPAL - EAST HS	09/09/2024 10/22/2024
FRISCHMANN, BREELYN E	DEAN OF STUDENTS/MYERS WILKINS	02/12/2025 05/07/2025
JUNES, RIELLY E	GRADE 1 TEACHER/LAURA MACARTHUR	12/13/2024 06/06/2025
NACHBAR, CATHERINE A	SOCIAL STUDIES-EAST - LEAVE IS INTERMITTENT	09/06/2024
QUINN, CHRISTINE L	SPANISH IMMERSION TEACHER/LOWELL	08/26/2024 06/06/2025
SIGAFUS, HAILEY M	WORLD LANGUAGE SPANISH/DENFELD	02/26/2025 05/27/2025
ZIEGLER, CHRISTINE M	SOCIAL WORKER/LAURA MACARTHUR	02/03/2025 06/06/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KLENNERT, KAITLIN M	VISUAL ARTS - ORDEAN-EAST MS	10/25/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HANNULA, ELISABETH T	ENGLISH TEACHER - EAST HS	06/06/2025
KUROSOKY, CHERYL M	PHYSICAL SCIENCE/CHEMISTRY - EAST HS	11/11/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BECKER, ADAM J	SPED PROGRAM PARA/DISTRICT WIDE, 24/38WKS, \$21.47/HR, ERJAVEC J. RETIRED	09/12/2024
BELDEN, BENJAMIN T	SECOND SHIFT ENGINEER I/LOWELL, 40/52WKS, \$18.77/HR	09/20/2024
BENNER, BEVERLY A	EARLY CHILDHOOD SCREENING PARA/DISTRICT WIDE, 18/38WKS, \$21.35/HR, PETERSON T. OTHER	10/28/2024
BENSON, RONALD P	FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR	09/30/2024
BODIN-JENSON, AMY K	OSS SENIOR/ORDEAN EAST, 40/52WKS, \$21.02/HR, DOUGLAS J. TRANSFER	10/21/2024
BOE, SKYLAR M	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.34/HR	09/30/2024
BOLEN, MAIJA A	NUTRITIONAL SERVICE ASST/ORDEAN, 17.5/38WKS, \$15.68/HR, MCDONALD K. RESIGNED	09/16/2024
BROWENDER, LAUREN P	SPED BW PARA/LOWELL, 31.25/38WKS, \$18.85/HR, SWANSON H. RESIGNED	09/10/2024
CARLSON, PAMELA J	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR, OLSON C. RESIGNED	11/11/2024
CHRISTIAN, GENNA L	HRLY MONITOR/LOWELL	09/16/2024
CORKERY, SEAMUS J	SUPERVISORY PARA/EAST, 32.5/38WKS, \$18.92/HR, MENDOZA C. RESIGNED	09/18/2024
DANDREA, LINDSEY M	HOURLY DISHWASHER/MYERS-WILKINS, 10/38WKS, \$14.00/HR	09/11/2024
DAVIS, JACK M	SECOND SHIFT ENGINEER I/STOWE, 40/52 WKS, \$18.77/HR	09/18/2024
DOLS, HAROLD D	DIGITAL INNOVATION SPECIALIST/TECHNOLOGY, 40/52 WKS, \$1,182/WK, VANG P. TRANSFER	10/07/2024
DOUGHERTY, HEATHER D	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$20.05/HR	10/04/2024
FOSTER, ALEXIS P	SPED BUILDING WIDE PARA/DEFNELD, 33.75/38WKS, \$19.88/HR	10/21/2024
FROST, OLIVIA G	SUPERVISORY PARA/COMMUNITY ED, 40/38WKS, \$19.09/HR	10/30/2024
GARNER, LAMOREA L	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$20.28/HR, SPECT D. TRANSFER	11/07/2024
GIEGLING, SCOTT A	SECOND SHIFT ENGINEER I/LAURA MACARTHUR, 40/52WKS, \$19.54/HR	09/16/2024
GRYMALA, DIANE L	SPED STUDENT SPECIFIC PARA/MERRITT CREEK, 31.25/38WKS, \$22.94/HR	11/14/2024
GULAN, SARAH J	Office Support Specialist Senior/Community Ed 40/52wks, \$21.07/hr C.Joki	
HEIL, ANDREA S	SAFE ROUTES TO SCHOOL COORD/DISTRICT WIDE, 46WKS, \$1,126/WK	09/09/2024
HOBERG, MARGARET J	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	09/20/2024
HOLLINDAY, LINDA C	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 17.5/38WKS, \$15.68/HR, LAUGER R. RESIGNED	09/16/2024
HOLTEN, LISA A	HEALTH ASST LPN/DISTRICT WIDE, 31.25/38WKS, \$24.18/HR, SCHOMBERG C. TRANSFER	09/16/2024
KARLSON, TERESA A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$21.07/HR, SPECT D. TRANSFER	10/14/2024
KINGFISHER, BRIAN J	CULTURAL IMMERSION PROGRAM PARA/LOWELL, 40/38WKS, \$21.94/HR, GOODSKY T. RESIGNED	10/07/2024
KINNEAR, MITCHELL L	SECOND SHIFT ENGINEER II/EAST. 40/52WKS, \$21.63/HR	10/01/2024
KIZER BOLTS, MARY G	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	10/15/2024
KOLODGE, AMY A	HOURLY MONITOR/STOWE, 23/38WKS, \$15.00/HR	09/04/2024
KOSKELA, ERIN M	OSS INTERMEDIATE/MERRITT CREEK, 40/42WKS, \$19.46/HR, MARCESKI T. RESIGNED	10/28/2024
LABERGE, JASMINE Y	SPED PROGRAM PARA/LOWELL, 31.5/38WKS, \$21.62/HR, SALISBURY H. RESIGNED	10/28/2024
LADEWIG, RYLEY S	SPED PROGRAM PARA/STOWE, 31.25/38WKS, \$20.05/HR	10/09/2024
LEWIS, BARBARA J	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	09/12/2024
LOVSHIN, HANNAH M	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.34/HR,	10/25/2024
LUOTO, KIMBERLY S	SECOND SHIFT ENGINEER I/LESTER PARK, 40/52WKS, \$19.15/HR	09/30/2024
MACIEWSKI, JENNIFER M	HOURLY MONITOR/LESTER PARK, 23/38WKS, \$15.00/HR	10/11/2024
MCCARSON, KATHLEEN M	SPED BUILDING WIDE PARA/ORDEAN, 33.75/38WKS, \$20.28/HR,	11/04/2024
MCGINN, NICOLE A	HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR	09/18/2024
MCRAE, DALE L	SECOND SHIFT ENGINEER I/LAKEWOOD, 40/52WKS, \$18.77/HR	09/17/2024
MILLER, CHRISTINE L	HOURLY MONITOR/LAURA MACARTHUR, 23/38WKS, \$15.00/HR	09/18/2024
MILLER, DEBRA J	HOURLY MONITOR/LESTER PARK, 23/38WKS, \$15.00/HR	09/18/2024

MILLER, JACOB L	CUSTODIAN I/LINCOLN PARK, 40/52WKS, \$17.52/HR	10/15/2024
NELSON, JACK D	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.17/HR	10/11/2024
PAYNE, NATHAN F	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$21.94/HR,	10/21/2024
PERKINS, REBECKAJO L	SPED STUDENT SPECIFIC PARA/STOWE, 31.25/38WKS, \$20.92/HR	01/06/2025
PETERSON, MATHEW C	TECH TUTOR PARA/DENFELD, 35/38WKS, \$21.62/HR, LAVALIER L. RESIGNED	09/05/2024
PHILLIPS, BRANDON J	HOURLY DISHWASHER/MYERS-WILKINS/12.5/38WKS, \$14.00/HR	09/11/2024
PODGORNIK, CHERYL R	SPED STUDENT SPECIFIC PARA/STOWE, 31.25/38WKS, \$20.05/HR,	11/01/2024
ROBINSON, MAGGIE C	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR, HETRICK E. TRANSFER	10/31/2024
SALMONSON, HOLLY B	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	10/30/2024
SEMENOVA, IULIA	HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR	09/23/2024
SEVERANCE, JULIA C	SUPERVISORY PARA/DENFELD, 20/38WKS, \$17.83/HR, ERICKSON B. RESIGNED	10/07/2024
TROMBLEY, MARISSA L	SUPERVISORY PARA/EAST, 33.75/38WKS, \$18.92/HR, DRAGSTEN M. TRANSFER	11/01/2024
TRUDEAU, ROBERT C	HOURLY DISHWASHER/LESTER PARK, 12.5/38WKS, \$14.00/HR	09/10/2024
TRUMAN-BASTIE, BENJAMIN J	HOURLY DISHWASHER/HOMECROFT, 12/38WKS, \$14.00/HR	10/01/2024
WILCZEK, CHRISTOPHER D	TECHNICAL TUTOR PARA/EAST, 35/38WKS, \$22.14/HR	11/11/2024
ZURN, JAYD A	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	10/24/2024

<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>	
GANZ, VANESSA M	SPED PROGRAM PARA SETTING III/IV/LAURA MACARTHUR	01/22/2025	04/16/2025
GARBOW, JENNIFER S	COORDINATOR OF INDIAN ED/DISTRICT WIDE	09/18/2024	10/18/2024
HUGHES, SCOTT J	SPED PROG PARA-EAST HS	10/23/2024	12/18/2024
JACKSON, EMILY M	CHILD NUTRITION ASST - LESTER PARK ES	09/20/2024	09/27/2024
KALWITE, MICHELLE R.U.	CHILD NUTRITION - LINCOLN PARK	09/17/2024	10/17/2024
LANDRY, WENDY M	OSSS- LINCOLN PARK MS	07/05/2024	
ROSETH, RICHARD J	SUPERVISORY PARA-DENFELD- END DATE TBD	09/16/2024	
RUPP, JEREMY J	DISTRIC COMMUNITY ED COORDINATOR/DISTRICT WIDE	09/12/2024	03/01/2025
SETTERGREN, GERALDINE J	HEALTH ASST LPN PARA-EAST	09/24/2024	
SETTERGREN, JAMES J	SCHOOL BUS DRIVER II - INTERMITTENT	07/28/2024	10/25/2024

<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
BAILEY-TURNER, JOSEPH W	CHILD NUTRITION SERVICE ASST - DENFELD HS	09/06/2024	
BODIN-JENSON, AMY K	OSS SENIOR - ORDEAN-EAST MS	10/25/2024	
BOWLES, QUIENTIN D	SPED BW PARA - MYERS-WILKINS ES	09/27/2024	
DIMARCO, NICOLA A	SUPERVISORY PARA-DENFELD HS	10/11/2024	
DUVALL, JACQUELINE E	SPED BW PARA - EAST HS	09/20/2024	
EDWARDS, SAGE R	SCHOOL CUSTODIAN 1 - LOWELL ES	11/08/2024	
GARBOW, JENNIFER S	COORDINATOR INDIAN EDUCATION - DW	11/15/2024	
OLSON, CRYSTAL F	CHLD NUTRITION SERVICE ASST - LAURA MAC ES	09/06/2024	
PETERSON, TAMMI L	DULUTH PRE K PARA - MYERS-WILKINS ES	10/18/2024	
REINKING, AMBER L	CHILD NUTRITION ASSISTANT-EAST HS	10/18/2024	
ROBARGE, JESSICA L	AMERICAN INDIAN HOMESCHOOL LIAISON - DW	09/13/2024	
SANGSTER, SANDRA M	PRE K PARA - LOWELL ES -REVISED DATE FROM 11/18/24	10/07/2024	
TUCKER, MACKENZIE K	SUPERVISORY PARA OTHER - LINCOLN PARK MS	08/29/2024	
WALSBURG, AMANDA L	SPED PROG PARA SETTING III/IV - PIEDMONT ES	11/26/2024	

<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
ERJAVEC, JANE L	REVISED DATE SPED PROG PARA SETTING III/IV - DW	10/02/2024	
FRIDSMA, JAMES C	UTILITY PERSON II - FACILITIES	01/31/2025	
KIRK, LARAE M	CHILD NUTRITION SERVICE ASST - LINCOLN PARK MS	10/16/24	
LANCOUR, JOAN M	EXEC ASST DIRECTORS TEACH LEARN & EQUITY - DW	12/02/2024	
METCALF, KAREN L	CHILD NUTRITION ASSISTANT - LAURA MAC ES	10/01/2024	
SMITH, BART D	TECHNOLOGY MANAGER - DSC	01/03/2025	

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report November 12, 2024 Committee Meeting

BUDGET SUMMARY

11/4/2024

Percent spent

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	July - June			
General	01	\$ 121,707,253.72	\$ 121,707,253.72	\$ 27,481,634.24	\$ 6,381.02	\$ 94,232,000.50	23%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 651,431.85	\$ (104.65)	\$ 5,348,672.80	11%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 1,036,328.26	\$ -	\$ 5,295,862.59	16%			
Community Ed	04	\$ 8,580,500.00	\$ 8,578,848.02	\$ 908,230.20	\$ -	\$ 7,670,617.82	11%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 329,707.18	\$ -	\$ 2,442,468.25	12%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-			
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 1,613,390.43	\$ -	\$ 26,453,894.57	6%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 359,450.57	\$ -	\$ 590,549.43	38%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 122,302.67	\$ -	\$ 153,961.33	44%			
REVENUES	TOTALS:	\$ 174,961,769.00	\$ 174,960,117.02	\$ 32,502,475.40	\$ 6,276.37	\$ 142,464,127.29	19%			

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	July - June			
General	01	\$ 122,251,138.00	\$ 122,149,487.64	\$ 31,270,396.55	\$ 4,571,007.23	\$ 86,308,083.86	29%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 1,112,950.60	\$ 2,386,488.69	\$ 2,556,558.71	58%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 1,971,503.48	\$ 407,902.30	\$ 4,404,393.22	35%			
Community Ed	04	\$ 7,826,159.00	\$ 7,848,507.02	\$ 1,754,815.79	\$ 69,954.17	\$ 6,023,737.06	23%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 3,155,742.58	\$ 1,228,847.38	\$ 2,524,031.47	63%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 473,361.21	\$ 32,912.84	\$ 487,157.52	51%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,810,568.10	\$ -	\$ 25,582,961.90	7%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 478,331.63	\$ -	\$ 451,232.37	51%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 118,382.52	\$ 15,593.19	\$ 246,017.29	35%			
EXPENSES	TOTALS	\$ 179,598,304.00	\$ 179,706,664.66	\$ 42,146,052.46	\$ 8,712,705.80	\$ 128,847,906.40	28%			

Extra Curricular Fund 01 Prog 298
 Revenue \$ 131,623.12
 Expense \$ 161,871.17

**Fundraisers Reported
October 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	PBIS	\$2,500.00	Give MN for \$2,500.00 to fund our PBIS Hunter of the Month Lunches
Denfeld	PBIS	\$10,000.00	Dinner Event and Silent Auction
East	Greyhound Kitchen & The Hunter and The Hound Catering Co-Op	\$2,000.00	We will be doing a Thanksgiving Pie sale to fund our CTSO's
Lester Park	5th Grade Wolf Ridge Trip	\$550.00	Food at PTA Halloween Dance
Lester Park	Schoolwide	\$1,500.00	Annual Giving Tree
Lester Park	5 th Grade	\$750.00	Sponsoring their field trip to wolf ridge by purchasing a letter
Lincoln Park	Schoolwide	\$7,500.00	Donation drive to raise funds and collect items (food, clothing, supplies, gift cards) for LPMS Community School students and families (school pantry, clothing closet, household/hygiene items, school supplies, grocery/gas gift cards, holiday/winter break resources for students/families, unique family needs, etc. A wish list of specific high-priority items/needs will be developed and shared with those who would like to contribute



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

10/1/24 - due 10/1/28

LESSEE LEGAL NAME:
ISD709 Duluth Publics School
Billing Address:
709 Portia Johnson Drive, Duluth, MN 55811
Equipment Location (if other than Billing Address):
709 Portia Johnson Drive, Duluth, MN 55811
Telephone No:
2183368738

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Includes details for Konica Minolta Accurio Press 7120 and lease terms.

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: ISD709 Duluth Publics School
Signature: Simone Zurch
Print Name: Simone Zurch
Title: Exec Dir Bs Services
E-Mail Address: simonezurch@isd709.org
Date: 10/1/24
Tax ID Number: 41-6003776

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____

Accepted by: LEAF Capital Funding, LLC By: _____ Title: _____ Date: _____



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: **956325**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 709 Portia Johnson Drive, Duluth, MN 55811

4 Konica Minolta Accurio Press 7120

New

LESSEE: ISD709 Duluth Publics School

LEAF CAPITAL FUNDING, LLC

BY: *Simone Zurich*
 PRINT NAME: *Simone Zurich*
 TITLE: *Exec Dir Business Services*
 DATE: *10.8.24*

BY: _____
 PRINT NAME: _____
 TITLE: _____
 DATE: _____



DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: _____

Application No.: 956325

ISD709 Duluth Publics School ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and LEAF Capital Funding, LLC ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: ISD709 Duluth Publics School

By: *Simone Zurich*

Print Name: *Simone Zurich*

Title: *Exec. Dir. Business Services*

E-Mail Address: *simone.zurich@isd709.org*

Date: *10.8.24*

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



LEAF AUTOPAY PROGRAM
(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

Customer Name: ISD709 Duluth Publics School

Application Number: 956325

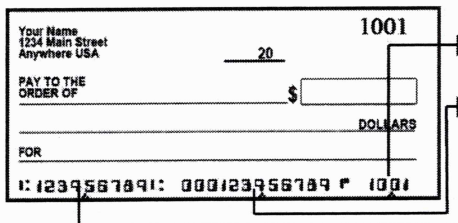
In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), LEAF Capital Funding, LLC AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank").

Recurring Authorization: Initial to the left to authorize a RECURRING ACH authorization.

One-time Payment: Initial to the left to authorize a ONE-TIME debit of the below account of \$95.00 plus taxes.

BANK NAME: ABA/ROUTING NUMBER:
BRANCH: ACCOUNT NAME:
CITY:
STATE: ZIP: ACCOUNT NUMBER:

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number.
Account Number is the middle group of 12 numbers on the bottom of your check.
Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Signature: X
Print Name:
Title:
Date:
Phone Number:
E-mail Address:
Customer Billing Contact Information (if different from information on left):
Name:
Title:
Phone Number:
E-mail Address:

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



State and Local Government Addendum

Reference: Application No. 956325

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **ISD709 Duluth Publics School** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

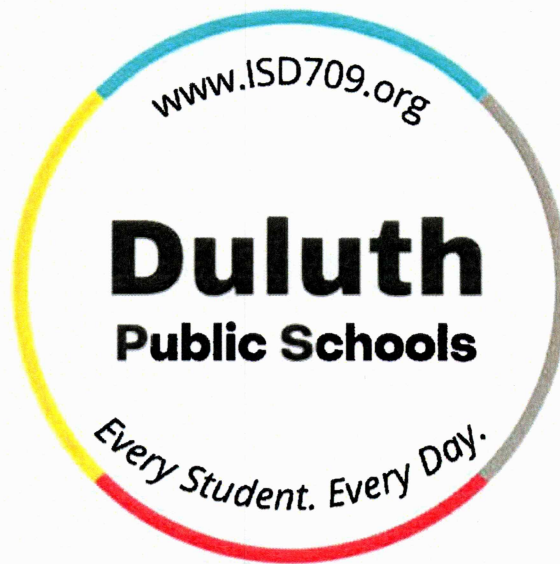
8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

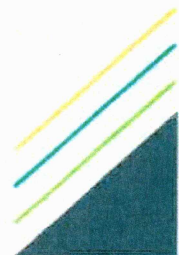
CUSTOMER: ISD709 Duluth Publics School	LEAF CAPITAL FUNDING, LLC
By: <u>Simone Zunic</u>	By: _____
Print Name: <u>Simone Zunic</u>	Print Name: _____
Title: <u>Exec. Dir. Business Services</u>	Title: _____
Date: <u>10.8.24</u>	Date: _____



Professional Service Agreement for:
Project Representation and Management
Services



October 1, 2024





October 1, 2024

Bryan Brown
Manager of Facilities
ISD 708
709 Portia Johnson Drive
Duluth, MN 55811

Re: Owner Representative and Project Management Service

Dear Mr. Brown:

At your request, ICS Consulting, LLC. is pleased to provide you with this professional service agreement to provide services on behalf of the District for the Myers Wilkins Elementary Wall Repair due to the damage that occurred on Friday, September 13th.

ICS proposes the following Scope of Services

- Provide temporary shoring and protection of damaged area.
- Provide all professional services necessary to design facility solutions to properly repair damaged area, including architectural and structural and electrical engineering.
- Provide all construction related services and oversight to implement the repairs as determined and designed by the Design Professionals.
- Coordination of Architects, Engineers and Contractors to complete the full repair.

We would be happy to discuss this proposal with you for any clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to facilitating the work in conjunction with Duluth Schools and your insurer.

Sincerely,

Andy Faulkner
President, ICS





PROJECT OVERVIEW

Myers Wilkins Elementary was damaged by a vehicle on September 13, 2024. ICS was contacted to help facilitate the repair work by engaging the necessary design professionals along with interacting with the School District's insurance representative to ensure the work required to repair is in agreement with the Insurance Companies professionals.

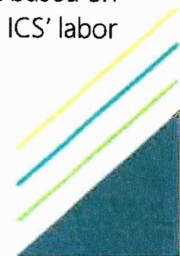
Project Scope of work expected to include:

- Architectural and Engineering services required for the design of the repair.
- Construction contractors to facilitate temporary protection and shoring.
- Construction contractors to repair the building to the design and specifications provided by the Architectural and Engineering professionals.
- Communication and coordination with district staff during the repair of the building to limit disruption.
- Expected scope currently identified as:
 - Replacement of 30'-0" of damaged masonry and brick cavity wall from foundation to top of parapet wall including flashing.
 - Patching Built-Up Roofing along damage wall tying back to new wall construction including all new flashings at parapet.
 - Remove and reinstall 2-Kalwall windows.
 - Remove and reinstall 1-Basketball hoop and structure.
 - Remove and reinstall acoustic wall panels to accommodate new wall construction.
 - Paint new masonry wall and all existing masonry wall to match existing.
 - Repair, Sand, Refinish and re-stripe existing wood gymnasium floor.

BASIS OF COMPENSATION

Our total compensation for project related professional services described above during design, pre-construction, construction, and post construction are proposed as a time and material format. This format will be consistent with all professional services and contractor services.

ICS will submit monthly invoices to Duluth Public Schools in a Time and Material format based on the actual subconsultant and subcontractor invoices plus 10% overhead and 10% profit. ICS' labor will be billed on an hourly basis per the rate schedule in Appendix B.





Billings

The amount billed for ICS's services on a monthly basis will be based on the Basis of Compensation above and will include all subconsultant and subcontractor invoices received and included in that months billing.



Appendix A

General Conditions

General Conditions

The word "Consultant" refers to ICS Consulting, LLC, the company with which the Owner is contracting. "Owner" is our client. The Agreement with you, the client, is comprised of this Agreement.

1. Scope of Work and Duration of Services

The commencement date for basic services shall be the date of approval of this agreement.

Consultant's obligation to perform the Services shall terminate upon completion of the 1-year statutory warranty period for the project or upon completion of all specified services described in Fee Letter unless mutually agreed upon to extend the services by both parties.

2. General Provisions

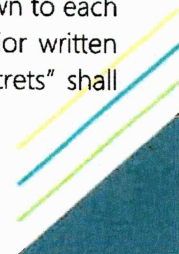
In addition to the Agreement, Consultant and Owner agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Owner will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Owner agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or proprietary information" and "trade secrets" shall



mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other. Neither Owner nor Consultant shall use the specification or other materials produced under this Agreement for any purpose beyond the scope of this project, without prior written agreement of the other.

C. Quality

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality.

2. Payment for Services

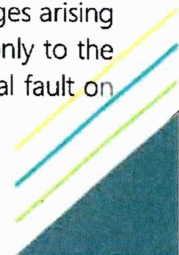
- A. Invoices will be submitted monthly for services performed during the previous month.
- B. Payments will be considered due and payable 30 days from the date of the associated invoice. If payments are not received upon becoming due and payable, interest may be assessed on the outstanding balance at a rate of the US Bank Reference Rate plus 5%, with interest accruing beginning 30 days from the original date of the invoice.

3. Indemnity & Insurance

A. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Consultant's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the consultant, regardless of whether such claim, loss, cost, or damage is caused in part by the Owner.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Owner's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on



the part of the Owner, regardless of whether such claim, loss, cost, or damage is caused in part by the Consultant.

B. Insurance

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim \$5,000,000 Aggregate

4. Limitations on Liability

- A. The obligations of the Owner under this Agreement do not constitute personal obligations of Owner or its directors, officers, or agents. Consultant will look solely to Owner's assets for satisfaction of any liability in respect of this Agreement and will not seek recourse against the directors, officers or agents of Owner or any of their personal assets for such satisfaction, unless there is a written agreement which makes an individual personally liable, executed by that individual. The provisions of this Paragraph 4 are not intended to relieve Owner from the performance of its obligations under this Agreement, but only to limit personal liability in the case of recovery of judgment. They do not limit Consultant's rights to obtain injunctive relief and specific performance or to maintain any other action not involving the personal liability of Owner or its directors, officers, or agents.
- B. In any event, the financial liability of the Consultant for any alleged breach of this Contract, or for any tort committed in performance of this contract, shall not exceed 25% of the



total contract amount due to Consultant as payment to it for services performed under this Contract.

- C. ICS shall not be responsible for the acts or omissions of any consultant, contractor or any subcontractor, supplier or other individuals or entities performing design and/or furnishing any portions of the work. ICS shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

5. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Owner.

6. Authorities for Action

Owner designates a responsible employee for administration and coordination of the work. Consultant designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Paragraph 8 below.

7. Independent Contractor

It is specifically understood and agreed that at all times pertinent to this Agreement, Consultant shall be an independent Contractor and shall not be considered an employee of the Owner.

8. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Owner or Consultant or upon receipt by the other party, when mailed by registered or certified mail, postage prepaid, return receipt requested.

Either party shall have the right to designate by notice, in the manner set forth above, a different address to which notices are to be mailed.

9. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota.

10. Extent of Agreement



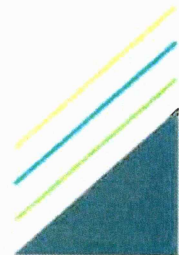
This Agreement represents the entire Agreement between Owner and Consultant, and supersedes all prior obligations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, dated, and executed by both Owner and Consultant.

11. Termination

This Agreement may be terminated for proper cause by either party upon thirty (30) days written notice to the other party. Upon termination, Consultant will deliver to Owner or its designee all records, documents or materials in its possession or control of Consultant which relate to the Project and for which payment has been received. If Services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials, and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to Consultant for any incurred but unpaid charges for Services performed.

12. Hazardous Materials

It is acknowledged by both parties that ICS Consulting, Inc.'s scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.



Appendix B

Rate Schedule

<u>Description</u>	<u>Rate per hour</u>
Construction Executive	\$180.00
Project Director	\$150.00
Safety Director	\$135.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
General Superintendent	\$140.00
Site Superintendent	\$125.00
Project Engineer	\$95.00
Clerical / Accounting	\$70.00





Appendix C

Signature Page





Duluth Public Schools
Professional Service Agreement
September 30, 2024

Proposal Terms

Terms are continual with termination executed as noted in General Conditions.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Professional Services. Please sign and return this document to our office. Upon receipt of a signed copy, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions and the proposal.

For ISD 709, Duluth Public Schools:

For ICS Consulting, LLC.

10/07/2024
Date

10/7/24
Date

Theresa Severance
Printed Name

Andy Faulkner
Printed Name

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Girmona Zurich
Girmona Zurich
10/8/24



MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 9/16/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Ashley Warren

9/16/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 9/18/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Jacquez Fondern

9/18/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 9/18/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Caden Dudek

9/18/2024



Shannon Brown <shannon.brown@isd709.org>

Diploma

3 messages

Tracy Robertson <tracy.robertson@isd709.org>
To: Shannon Brown <shannon.brown@isd709.org>

Thu, Oct 3, 2024 at 1:49 PM

Shannon,

Good afternoon! I am having a senior moment. Are you able to get a new diploma for someone or only the old replacements? Or are all of the new ones go through an order with Jostens.

I have a request from the Bridge Program for Isaac Dalbec #12274 with a graduation date of 10/01/2024.

Appreciatively,

Tracy Robertson
Lead Administrative Assistance
Denfeld High School
(218) 336-8830 ext. 2757
tracy.robertson@isd709.org



Our Mission: Denfeld's Spirit creates a safe and welcoming environment that provides **Opportunities** for all. We **Achieve** academic success, build relationships, and show **Respect** for all, so our students can accomplish their dreams, contribute to their communities, and improve our world.

Our Vision: We will work with our communities to:

- Offer engaging and differentiated academics with multiple tiers of support
- Foster accountability through proactive and restorative systems
- Prioritize relationships through social and emotional learning



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Shannon Brown <shannon.brown@isd709.org>
To: Tracy Robertson <tracy.robertson@isd709.org>

Thu, Oct 3, 2024 at 1:51 PM

Hi Tracy,

I can take care of this one. Does it need to say Denfeld or Duluth Public Schools?

Thanks

Shannon

[Quoted text hidden]

--
Shannon Brown
Executive Assistant
Office of the Assistant Superintendent
Department of Teaching, Learning and Equity
Duluth Public Schools, ISD 709
709 Portia Johnson DR Ste 108

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/10/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Jo Ann Ogima

10/10/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/10/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Emily Sam

10/10/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/15/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Damien Kozlowski

10/15/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/24/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Rachael Hagen

10/24/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/28/2024

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Nastassia Brown

10/28/2024

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 10/28/24

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Annelle Bellino

10/28/2024

ARROWHEAD ACADEMY

4849 Ivanhoe Street

Phone: (218) 336-8955 ~ Fax: (218) 336-8959

October 16th, 2024

John Magas
Ind. School District 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Mr. Magas,

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

<u>Name of Graduate</u>	<u>School</u>	<u>Graduation Date</u>
Orion Richard Wayne Martineau	Arrowhead Academy	November 3rd, 2024

Thank you

Jacob Hintsala
Principal

Adopted: _____

MSBA/MASA Model Policy 621
Orig. 2023

Revised: _____

621 LITERACY AND THE READ ACT

[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.1117 to 120B.124.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other

support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year,

and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate

characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for dyslexia;
2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. ~~The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student~~

~~reads at grade level. This paragraph does not apply to a student under an individualized education program.~~

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:

1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and
 6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner of MDE may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in

order to cultivate students' English language development, including oral academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.1118 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability.
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district.
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances.

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides.
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located.
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled.
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of Minnesota Statutes, section 120A.22 by attendance at a nonpublic school.
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota.

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian.
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

The School District's responsibility is to provide transportation as a service for those students that are eligible based on both service area criteria and behavior expectations.

Student eligibility for transportation will be based on the distance of the student's residence, child care facility, or Key Zone site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.

The School Board has established the following criteria:

Grade Level Distance from Residence to School	
Elementary	0.7 of a mile or more
Middle	1 mile

High 1 mile

Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school.

Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Key Zone sites. Special transportation will be handled on an individual basis for students with disabilities.

The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.

The Traffic Hazard Safety Committee shall consist of the Transportation Manager, the Transportation Supervisor, a School Board Member, a representative from Voyageur Bus Company, and any others the Superintendent may designate.

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation.
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students.
- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation.
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district.
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes

the highest grade level offered by the program.

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. (Minnesota Statutes, section 124D.03, subdivision 8)
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district.
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion.

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child with a disability who is not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include and individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs.
- B. Resident students with a disability whose disabling conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district.
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special

instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary.

- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district.
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation.
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law.
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minnesota Statutes, chapter 125A.

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district.
- B. Upon request by the student's parent, guardian, or Families in Transition Coordinator, the school district shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district.
 - 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation.

3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located.
4. A homeless nonresident student enrolled under Minnesota Statutes section 124D.08, subdivision 2a, must be provided transportation from the student's district of residence to and from the school of enrollment.

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days.

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by that means.

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 United States Code, section 1415 (Individuals with Disabilities Act), 29 United States Code, section 794 (the Rehabilitation Act), and 42 United States Code, section 12132, (Americans with Disabilities Act) are governed by these provisions.

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional.
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in Minnesota Statutes section 190.05.
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary

enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee.

- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Options for Enrolling in Adjoining States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District; Exceptions)
Minn. Stat. Ch. 125A (Special Education and Special Programs)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)
20 U.S.C. § 1415 (Individuals with Disabilities Education Act)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Replacing: Policies 3140, 3142, 3145
First Reading: 10-18-16
Adopted: 11-15-16
Reviewed: 11-26-24

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. ~~(Minn. Stat. § 125A.02)~~
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. ~~(Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)~~
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. ~~(42 U.S.C. § 11434a)~~

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of ~~Minn. Stat. §~~Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 ~~(42 U.S.C. § 2000d, et seq.). (Minn. Stat. §123B.41, Subd. 9)~~
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. ~~(Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)~~
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. ~~(Minn. Stat. § 123B.41, Subd. 4)~~
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. ~~(42 U.S.C. § 11432(g)(3)(G))~~
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of ~~Minn. Stat. §~~Minnesota Statutes, section 120A.22 by attendance at a nonpublic school. ~~(Minn. Stat. § 126C.01, Subd. 8)~~
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. ~~(Minn. Stat. § 123B.41, Subd. 11)~~

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. ~~(Minn. Stat. § 123B.88, Subd. 1)~~
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

[NOTE: In this section, school districts may wish to outline those discretionary areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

The School District's responsibility is to provide transportation as a service for those students that are eligible based on both service area criteria and behavior expectations.

Student eligibility for transportation will be based on the distance of the student's

residence, child care facility, or Key Zone site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.

The School Board has established the following criteria:

Grade Level Distance from Residence to School	
Elementary	0.7 of a mile or more
Middle	1.5 miles or more 1 mile
High	2.0 miles or more 1 mile

Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school.

Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Key Zone sites. Special transportation will be handled on an individual basis for students with disabilities.

The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.

The Traffic Hazard Safety Committee shall consist of the Transportation Manager, ~~the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, the Transportation Supervisor, a School Board Member, a representative from Voyageur Bus Company,~~ and any others the Superintendent may designate.

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. ~~(Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)~~
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. ~~(Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)~~

- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. ~~(Minn. Stat. § 123B.88, Subd. 6)~~
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. ~~(Minn. Stat. § 127A.47, Subd. 3(b))~~
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. ~~(Minn. Stat. § 123B.92, Subd. 3(b))~~

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. ~~(Minn. Stat. § Minnesota Statutes, section 124D.03, Subd. subdivision 8)~~
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. ~~(Minn. Stat. § 123B.88, Subds. 1 and 4)~~
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. ~~(Minn. Stat. § 124D.041)~~

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, ~~the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child student with a disability who is not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include and individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs., who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)~~

- B. Resident students with a disability whose ~~handicapped~~ **disabling** conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the ~~handicapping~~ **disabling** condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. ~~(Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)~~
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. ~~(Minn. Stat. § 125A.65)~~
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. ~~(Minn. Stat. § 125A.12)~~
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. ~~(Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))~~
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. ~~(Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))~~
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. ~~(Minn. Rules Part 7470.1700)~~
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in ~~Minn. Stat. Ch. Minnesota Statutes, chapter 125A. (Minn. Rules Part 7470.1600, Subd. 2)~~

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. ~~{42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A)}~~
- B. Upon request by the student's parent, guardian, or ~~homeless education liaison~~ Families in Transition Coordinator, the school district shall provide transportation for a homeless student as follows:
1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location on if the same basis as transportation services are provided to other students in the school district. ~~shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked. {42 U.S.C. § 11432(g)(1)(J)(iii)(I)}~~
 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked,~~ on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. ~~{Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II)}~~
 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. ~~{Minn. Stat. § 125A.51(f)}~~
 4. A homeless nonresident student enrolled under ~~Minn. Stat. § Minnesota Statutes section~~ 124D.08, ~~Subd. subdivision~~ 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. ~~{Minn. Stat. § 123B.92, Subd. 3(c)}~~

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. ~~{Minn. Stat. § 123B.88, Subd. 21}~~

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of

transportation, to a student who may be more economically and conveniently provided for by that means. ~~(Minn. Stat. § 123B.88, Subd. 1)~~

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 ~~U.S.C. § United States Code, section~~ 1415 (Individuals with Disabilities Act), 29 ~~U.S.C. § United States Code, section~~ 794 (the Rehabilitation Act), and 42 ~~U.S.C. § United States Code, section~~ 12132, (Americans with Disabilities Act) are governed by these provisions. ~~(Minn. Stat. § 121A.59)~~

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. ~~(Minn. Stat. § 123B.36, Subd. 1(10))~~
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in ~~Minn. Stat. § Minnesota Statutes section~~ 190.05. ~~(Minn. Stat. § 123B.36, Subds. 1(11) and 6)~~
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. ~~(Minn. Stat. § 123B.36, Subd. 1(13))~~
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. ~~(Minn. Stat. § 123B.36, Subd. 3)~~

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation ~~is~~ a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (~~Educational Aids for Nonpublic School Children;~~ Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
~~Minn. Stat. § 123B.84 (Policy)~~
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (~~Options for Enrolling in Adjoining Enrollment Options Programs in Border~~ States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)

Minn. Stat. § 124D.08 (School Board’s Approval to Enroll in Nonresident District; ~~Exceptions~~)
Minn. Stat. Ch. 125A (~~Children With a Disability Special Education and Special Programs~~)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (~~General Education Revenue~~— Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with ~~Disabilities~~ Disability)
20 U.S.C. § 1415 (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)
~~MSBA Service Manual, Chapter 2, Transportation~~

Replacing: Policies 3140, 3142, 3145
First Reading: 10-18-16
Adopted: 11-15-16
First Reading:

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. ~~(Minn. Stat. § 125A.02)~~
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. ~~(Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)~~
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. ~~(42 U.S.C. § 11434a)~~

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of ~~Minn. Stat. §~~Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 ~~(42 U.S.C. § 2000d, et seq.). (Minn. Stat. §123B.41, Subd. 9)~~
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. ~~(Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)~~
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. ~~(Minn. Stat. § 123B.41, Subd. 4)~~
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. ~~(42 U.S.C. § 11432(g)(3)(G))~~
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of ~~Minn. Stat. §~~Minnesota Statutes, section 120A.22 by attendance at a nonpublic school. ~~(Minn. Stat. § 126C.01, Subd. 8)~~
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. ~~(Minn. Stat. § 123B.41, Subd. 11)~~

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. ~~(Minn. Stat. § 123B.88, Subd. 1)~~
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

[NOTE: In this section, school districts may wish to outline those discretionary areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

The School District's responsibility is to provide transportation as a service for those students that are eligible based on both service area criteria and behavior expectations.

Student eligibility for transportation will be based on the distance of the student's

residence, child care facility, or Key Zone site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.

The School Board has established the following criteria:

Grade Level Distance from Residence to School	
Elementary	0.7 of a mile or more
Middle	1.5 miles or more 1 mile
High	2.0 miles or more 1 mile

Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school.

Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Key Zone sites. Special transportation will be handled on an individual basis for students with disabilities.

The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.

The Traffic Hazard Safety Committee shall consist of the Transportation Manager, ~~the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, the Transportation Supervisor, a School Board Member, a representative from Voyageur Bus Company,~~ and any others the Superintendent may designate.

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. ~~(Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)~~
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. ~~(Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)~~

- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. ~~(Minn. Stat. § 123B.88, Subd. 6)~~
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. ~~(Minn. Stat. § 127A.47, Subd. 3(b))~~
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. ~~(Minn. Stat. § 123B.92, Subd. 3(b))~~

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. ~~(Minn. Stat. § Minnesota Statutes, section 124D.03, Subd. subdivision 8)~~
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. ~~(Minn. Stat. § 123B.88, Subds. 1 and 4)~~
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. ~~(Minn. Stat. § 124D.041)~~

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, ~~the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child student with a disability who is not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include and individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs., who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)~~

- B. Resident students with a disability whose ~~handicapped~~ **disabling** conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the ~~handicapping~~ **disabling** condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. ~~(Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)~~
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. ~~(Minn. Stat. § 125A.65)~~
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. ~~(Minn. Stat. § 125A.12)~~
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. ~~(Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))~~
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. ~~(Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))~~
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. ~~(Minn. Rules Part 7470.1700)~~
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in ~~Minn. Stat. Ch. Minnesota Statutes, chapter 125A. (Minn. Rules Part 7470.1600, Subd. 2)~~

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. ~~(42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))~~
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~on if the same basis as transportation services are provided to other students in the school district. shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked.~~ ~~(42 U.S.C. § 11432(g)(1)(J)(iii)(I))~~
 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked,~~ on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. ~~(Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))~~
 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. ~~(Minn. Stat. § 125A.51(f))~~
 4. A homeless nonresident student enrolled under ~~Minn. Stat. § Minnesota Statutes section~~ 124D.08, ~~Subd. subdivision~~ 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. ~~(Minn. Stat. § 123B.92, Subd. 3(c)).~~

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. ~~(Minn. Stat. § 123B.88, Subd. 21)~~

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by

that means. ~~(Minn. Stat. § 123B.88, Subd. 1)~~

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 ~~U.S.C. § United States Code, section~~ 1415 (Individuals with Disabilities Act), 29 ~~U.S.C. § United States Code, section~~ 794 (the Rehabilitation Act), and 42 ~~U.S.C. § United States Code, section~~ 12132, (Americans with Disabilities Act) are governed by these provisions. ~~(Minn. Stat. § 121A.59)~~

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. ~~(Minn. Stat. § 123B.36, Subd. 1(10))~~
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in ~~Minn. Stat. § Minnesota Statutes section~~ 190.05. ~~(Minn. Stat. § 123B.36, Subds. 1(11) and 6)~~
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. ~~(Minn. Stat. § 123B.36, Subd. 1(13))~~
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. ~~(Minn. Stat. § 123B.36, Subd. 3)~~

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
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Minn. Stat. § 123B.41 (~~Educational Aids for Nonpublic School Children;~~
Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
~~Minn. Stat. § 123B.84 (Policy)~~
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (~~Options for Enrolling in Adjoining Enrollment Options
Programs in Border~~ States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident

District; **Exceptions**)
Minn. Stat. Ch. 125A (~~Children With a Disability Special Education and Special Programs~~)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (~~General Education Revenue~~— Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with **Disabilities Disability**)
20 U.S.C. § 1415 (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
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~~MSBA Service Manual, Chapter 2, Transportation~~

Replacing: Policies 3140, 3142, 3145
First Reading: 10-18-16
Adopted: 11-15-16
First Reading:

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

I. PURPOSE

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

1. Contracts

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

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

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

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

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

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

2. Professional Services

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

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

Cross References: 725R Requests for Proposals

Adopted: 09.21.1993

Revised: 06.21.1994

02.17.1998
06.20.1995
02.23.2010
03.19.2024 (renumbered from 3075)
11.26.2024

Reviewed:

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 19, 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) Advancing Equity

a. Professional Development 2024-25

2

2) Supporting Every Student

a. Child Nutrition - Summer Meal Audit Results

18

b. Site School Improvement Efforts

28

3) Improving Systems - N/A

B. Budget Update - Verbal

1) Business Services - Update on Budget Reduction/Realignment Process

52

C. Other - Resolutions

1) E-11-24-4064 Minnesota State High School League Foundation

53

2) E-11-24-4065 Designation of Identified Official with Authority (IOwA) for Head Start

55

4. ADJOURN

COW Agenda Cover Sheet

Meeting Date: November 19, 2024

Topic: Professional Development Program

Presenter(s): Annie Schilling

Attachment (yes) or (no) yes

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

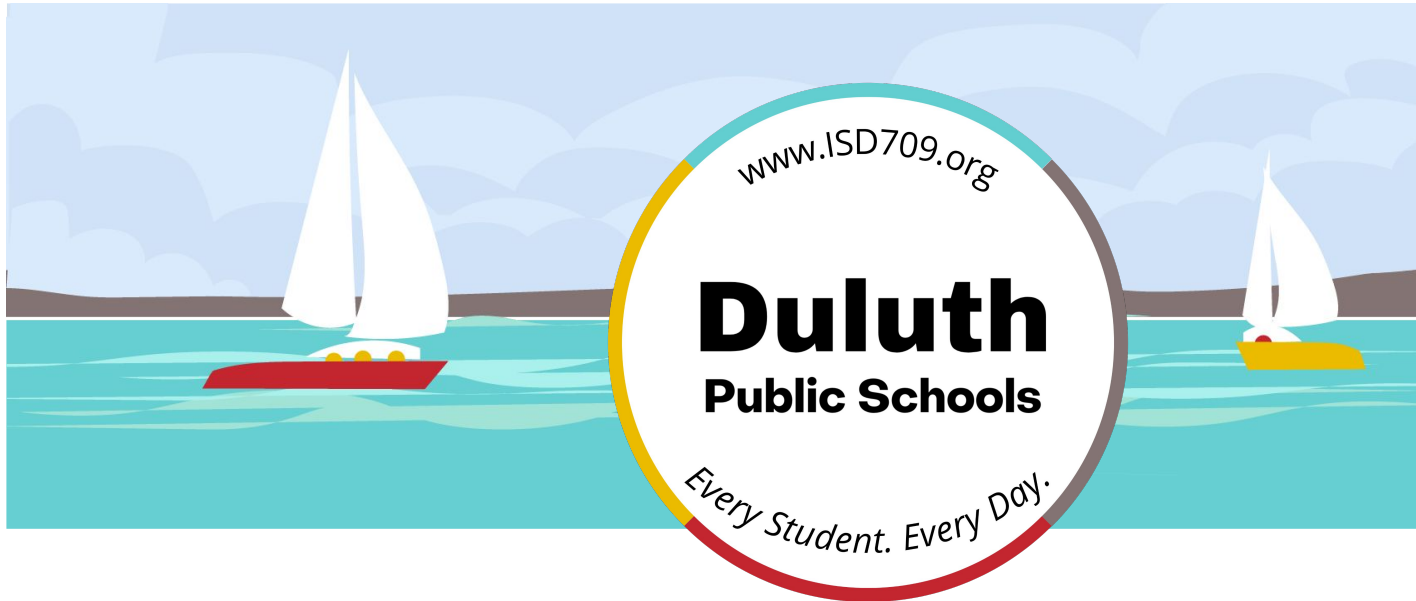
The Professional Development Coordinator, Annie Schilling will present on what has happened so far and what is to come for the SY2024-25 Professional Development program.

This Requires School Board Approval Yes No

Presentation:

<https://docs.google.com/presentation/d/1-N3WKid6klz5aX5iqvGilU7knfokbqT4zS89z8wMvUg/edit?usp=sharing>

Professional Development 2024-25



PD Days

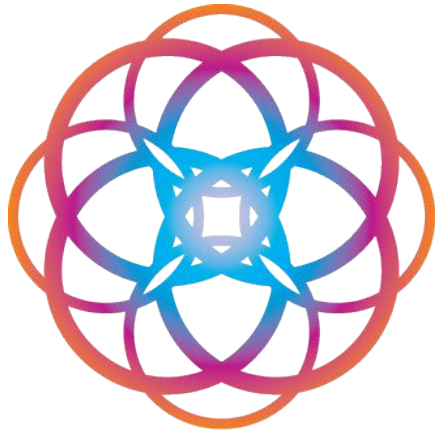
- August 27
- October 14
- November 27
- December 23
- January 17 (paras)
- February 24
- May 27

Voyage of Inclusion

—by the numbers—

- 53 Breakout Choices offered
- 36 Breakout Presenters
- 4 Presenters from MnEEP
- 798 Exit Ticket Responses
- 1 Great + Inspiring Day!

Voyage of Inclusion



Minnesota
Education Equity
Partnership

Advancing **Race Equity** & Excellence

www.mneep.org

Voyage of Inclusion



Voyage of Inclusion

—— Most popular breakouts ——

*The Connection Between Ableism + Equity in
Special Education*

led by MnEEP

Ojibwe Language

led by Office of Equity

How Culture Supports Learning

led by MnEEP

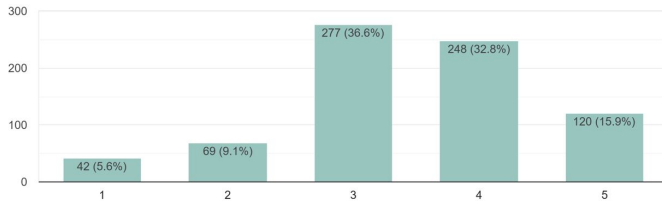
Voyage of Inclusion

Gathering Feedback

“How would you rate your session?”

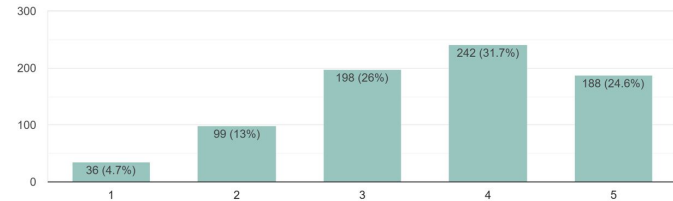
How would you rate your 10:45-11:30am session?

756 responses



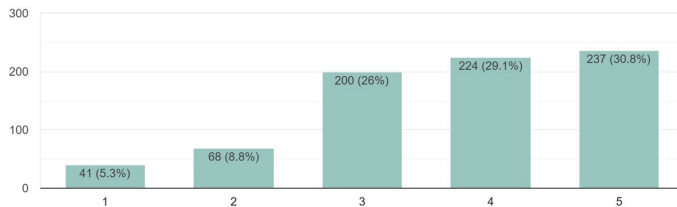
How would you rate your 1:30-2:20pm session?

763 responses



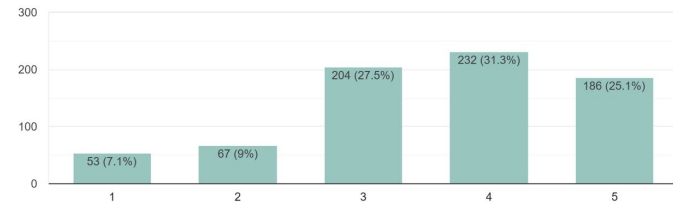
How would you rate your 12:30-1:20pm session?

770 responses



How would you rate your 2:30-3:20pm session?

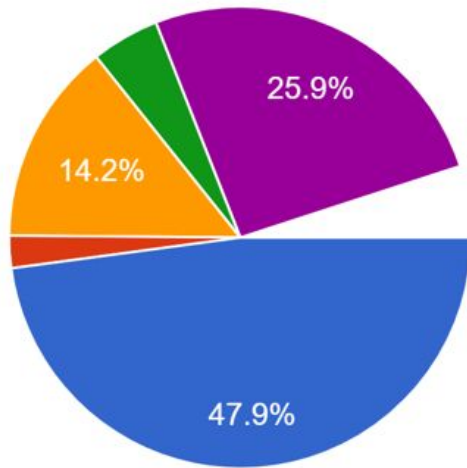
742 responses



Voyage of Inclusion

Gathering Feedback

“What was your favorite part of the Voyage of Inclusion?”

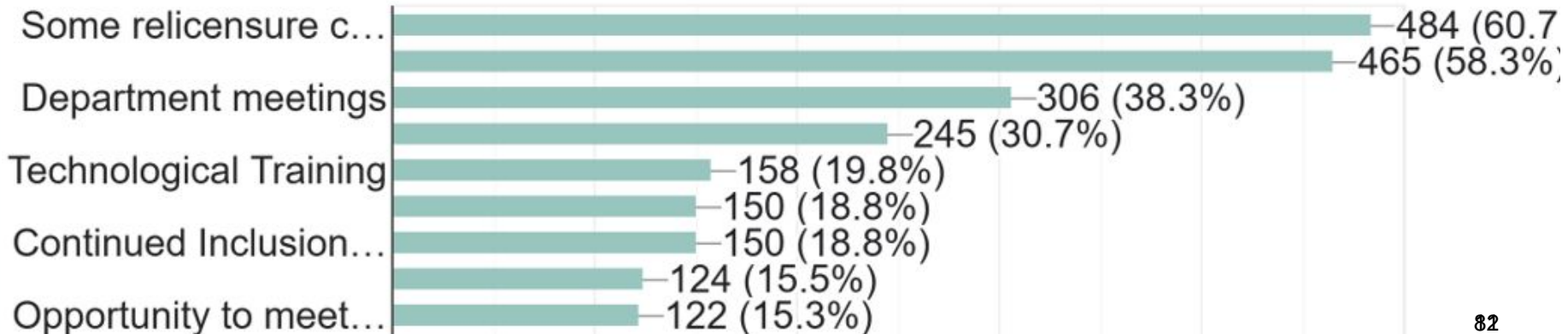


- Having choices for the breakouts
- The Keynote address
- Learning about cultures different than...
- The structure of the day
- Connecting with colleagues
- Ojibwe Language session
- This day was not an appropriate use o...
- All of these things! Choices (so many...

Voyage of Inclusion

Gathering Feedback

“What would you like to see in future Professional Development Days?”



Professional Development

———— What is New ————

- Increased from 2 to 7 PD Days per year
- Full year thematic structure: SAIL
- Professional Development website
- Introduced a registration system
- Tailoring PD for all district departments

Professional Development



Introduced a registration system

1:30-2:20 CHOICE BREAK OUT SESSIONS



THE PBIS FIELD GUIDE

PBIS is a framework that schools use to improve student outcomes by creating a safe and positive learning environment. Come learn some methods for positive student outcomes.

limit 60 registrants
lead by Todd McGowan
[REGISTER HERE](#)



INCLUSIVE CURRICULUM DESIGN

Inclusive curriculum design involves consideration of the overall course structure - including both content and delivery - to ensure that all students are supported.

limit 60 registrants
lead by Amanda Horton
[REGISTER HERE](#)



CULTURALLY RESPONSIVE TEXTS

How can you incorporate reading materials into your lesson plans that include under-represented populations? Jackie Otway will discuss the options and provide resources.

limit 60 registrants
lead by Jackie Otway
[REGISTER HERE](#)



INCLUSION MOBILE MUSEUM

The Minnesota Governor's Council on Developmental Disabilities has created a mobile museum that brings to life the history of individuals with disabilities to be included. Come be inspired.

limit 60 registrants
self lead with reflection
[REGISTER HERE](#)



SAVE THE BOARDS

Two young women from Minneapolis organized community members to gather and preserve more than 800 plywood boards and murals following the death of George Floyd.

limit 60 registrants
lead by Kendra Zelnher Smith
[REGISTER HERE](#)



HOW CULTURE SUPPORTS LEARNING

Learners benefit from diverse perspectives and exposure to many cultures. This break out will provide resources and tangible methods to widen our learners world.

limit 60 registrants
lead by Nan Yurecko
[REGISTER HERE](#)

10:45-11:30 CHOICE BREAK OUT SESSIONS



1854 TREATY AUTHORITY

By allowing students and adults to improve and repair relationships, restorative practices are key to a healthy school climate. Learn about the key steps to put this method in practice.

limit 60 registrants
lead by TBD
[REGISTER HERE](#)



INDIGENOUS ARTS

An introduction to ancestral arts and traditions of people indigenous to the Northland. Experience the many artistic and traditional reflections of the people who have lived here for centuries.

limit 60 registrants
lead by Amanda Horton
[REGISTER HERE](#)



GENDER EQUITY: SUPPORTING STUDENTS

Gain some tangible tools to help create a more inclusive and welcoming space for students of all gender identities. This breakout will review resources to empower adults to support students.

limit 60 registrants
lead by Robin Ryme
[REGISTER HERE](#)



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The Minnesota Governor's Council on Developmental Disabilities has created a mobile museum that brings to life the history of individuals with disabilities to be included. Come be inspired.

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self lead with reflection
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SAVE THE BOARDS

Two young women from Minneapolis organized community members to gather and preserve more than 800 plywood boards and murals following the death of George Floyd.

limit 60 registrants
lead by Kendra Zelnher Smith
[REGISTER HERE](#)



HISPANIC HERITAGE MONTH

From September 15-October 15 each year we pay tribute to the generations of Hispanic Americans who are part of our community. Learn about traditions and culture of this amazing heritage.

limit 60 registrants
lead by TBD
[REGISTER HERE](#)

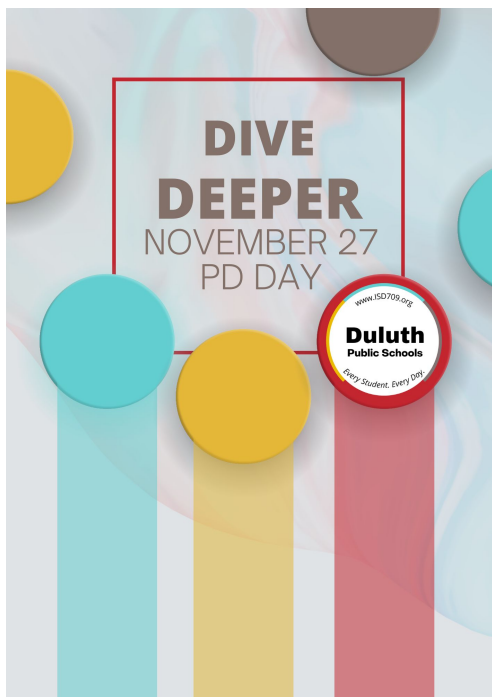
NON-CERTIFIED STAFF

Professional Development

What is Next

**DIVE
DEEPER**
NOVEMBER 27
PD DAY

www.ISD709.org
**Duluth
Public Schools**
Every Student. Every Day.



ORDEAN

Elementary Resource Specialists
Elementary Setting 3 Teachers
Secondary Setting 3 Teachers
Speech Language Pathologists
PT/OT Dape
Audiologists
PyEd Specialists
Gr. K-5 Certified
Art Specialists
Music Specialists



**MORNING SESSIONS
7:15-11:15**

**LUNCH
11:15-12:15**

**AFTERNOON SESSIONS
12:15-3:15**

EAST

Gr. 6-12 Certified
Gr. 6-12 Resource Teachers (including
Residential, IDT + Setting 4)
Homebound/Homebase
Bridge, T-12
Nurses
Social Workers
Psychologists
Clericals
Paraprofessionals
Job Coaches



DSC

PreK
ESCE
HR




Professional Development

What is Next

ELEMEN.RESOURCE TEACHERS
GR K-2 INCLUDING RESIDENTIAL/DT

YOU WILL BE AT
ORDEAN



7:15-8:15 **PERSONAL PD TIME**

- ✓ Complete your Vector Trainings
- ✓ Organize a meeting with colleagues
- ✓ Complete an Asynchronous CEU

8:30-9:50 **I XL TRAINING**
led by: I XL Trainers

10:00-11:15 **CLARITY WORK**
led by: XX

LUNCH: 11:15 - 12:15

LITERACY LEARNING LABS **12:15-3:15**
led by: Sally Weidt and Dr. Dale Uselman

PG. X

GR. 6 CERTIFIED

YOU WILL BE AT
EAST



7:15-8:15 **PERSONAL PD TIME**

- ✓ Complete your Vector Trainings
- ✓ Organize a meeting with colleagues
- ✓ Complete an Asynchronous CEU

8:30-9:50 **I XL TRAINING**
led by: I XL Trainers

10:00-11:15 **CLARITY WORK**
led by: XX

LUNCH: 11:15 - 12:15

12:15-1:15 **CHOICE BREAKOUTS**
registration required

- ✓ Ojibwe Treaty Rights + History (in person)
- ✓ Suicide Prevention (in person)
- ✓ Federal Indian Policy (online course)
- ✓ EL Learners (online course)

1:20-2:20 **CHOICE BREAKOUTS**
registration required

- ✓ Ojibwe Treaty Rights + History (in person)
- ✓ Suicide Prevention (in person)
- ✓ American Indian Key Concepts + Terms (online course)
- ✓ Early Mental Illness (online course)

2:30-3:15 **CHOICE BREAKOUTS**
registration required

- ✓ Google Tips + Tricks
- ✓ EduClimber Training
- ✓ Frontline Training
- ✓ Excel Training

PG. X

Professional Development

———— What is Next ————

- November 20th: Staff Development Advisory Committee Kickoff

88 staff invited

35 confirmed

[Minnesota statute 122A.60](#)

Professional Development

Thank you!

Questions?

COW Agenda Cover Sheet

Meeting Date: Tuesday, November 19, 2024

Topic: Child Nutrition - Summer Meal Audit Results

Presenter(s): Sheila Oak, Supervisor of Child Nutrition

Attachment (yes) or (no) Yes

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

Sheila Oak will present the findings of the MDE Summer Meal Audit from 2024.

This Requires School Board Approval Yes No



Child Nutrition Programs - Summer Food Service Program Review Report

1-3456 – DULUTH ISD 709

Sponsor Review Dates: August 1st, 2024

Date Findings Discussed with Sponsor: August 1st, 2024

Corrective Action Due Date: August 20th, 2024

Sites Reviewed and Review Dates:

Laura Macarthur Elementary – July 31st, 2024.

Rockridge Academy – August 1st, 2024

Month(s) of Review: Summer 2024

Lead Reviewer and Additional Team Members: Natasha Lemke

Sponsor Representatives:

Sheila Oak, Food Service Director

Stacey Bergstedt, Area Supervisor

Sponsor Level Findings

<i>Area</i>	<i>Finding ID and Description</i>	<i>Required Corrective Action</i>	<i>Sponsor Corrective Action</i>
<p>400 MEAL COMPONENTS AND QUANTITIES</p>	<p>401SP. Sponsor is using the same menu for multiple sites and the menu did not meet the National School Lunch Program meal pattern requirements. The following concerns were identified:</p> <p>1. Menu documentation for lunch served during the review period indicate that the portion size of vegetable did not meet the minimum daily requirement on several days when “assorted vegetable” was the only vegetable offering. This was also noted on sponsor monitoring visits at several sites that the vegetable portion size was 1/2 cup on the day of the sponsor monitor visit.</p> <p>2. Menu documentation for lunches served during the review period indicates that the amount of red/orange vegetable subgroup was not offered in the minimum weekly required amount. It should be noted that on the day of the review, Laura MacArthur school served a vegetable tray that included tomatoes and carrots, however production records and menus from the review period do not indicate that the subgroup was met in full during previous weeks.</p>	<p>Describe your plan to ensure that the minimum daily vegetable requirement is met.</p> <p>Describe your plan to ensure menus and production records will document that the red/orange subgroup is met.</p>	<p>Persons involved in corrective action: Sheila Oak, Supervisor of Child Nutrition Programs : Stacy Bergstedt, Area Supervisor; Thomas Rusk, Site Supervisor.</p> <p>Date of correction: 8/1/24</p> <p>Menus will list the specific vegetable to serve each day with a ¾ C serving size.</p> <p>All employees will be trained on the ¾ Serving size for vegetables.</p> <p>All production sheets will have the listed vegetable served each day with the ¾ C serving.</p> <p>Additional fresh vegetables will also be offered to all participants.</p> <p>Menus and production sheets will indicate the</p>

			<p>red/orange vegetable subgroup weekly on the menus.</p> <p>All employees will be trained on the Red/orange subgroup requirements for meals.</p>
<p><i>401SP Minnesota Department of Education Response to Corrective Action:</i></p>			
<p>700 FINANCIAL MANAGEMENT</p>	<p>708SP. Sponsor is using SFSP reimbursement to pay for unallowable costs.</p> <p>One invoice for Lincoln Park on 7/26/24 included baked chips, which is an unallowable cost to the SFSP program.</p>	<p>Describe your plan to correct this finding. Submit documentation to show that non-program funds were used for this cost.</p> <p>Technical Assistance: Expenditures for foods that are not served as part of the reimbursable meal are not allowable costs. Condiments served with a creditable food are exempt from this restriction. Sites that intend to serve additional foods that do not meet SFSP meal pattern standards must use non-program funds.</p> <p>The USDA SFSP Administration Guide, https://www.fns.usda.gov/sfsp/handbooks, contains information on program costs and reimbursement (Unit 4, page 45).</p>	<p>Persons involved in corrective action: Sheila Oak, Supervisor of Child Nutrition Programs ; Stacy Bergstedt, Area Supervisor; Thomas Rusk, Site Supervisor.</p> <p>Date of correction: 8/1/24</p> <p>The baked chips will be paid out of the regular school year funds and not the summer meal program funds.</p> <p>The invoice for this item is being submitted with this response that shows the codes that will be used to pay for the chips out of the regular school year funds.</p>

			The remainder of the invoice will be paid out of summer meal funds.
<i>708SP Minnesota Department of Education Response to Corrective Action:</i>			

Observation:

Site Level Findings:

1000002248 – Laura Macarthur Elementary School

DATE OF REVIEW: July 31st, 2024

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action

Observation: No site findings observed at Laura Macarthur Elementary.

Site Level Findings:

1000002254 – Rockridge Academy

DATE OF REVIEW: August 1st, 2024

Area	Finding ID and Description	Required Corrective Action	Sponsor Corrective Action
300 MEAL COUNTING/CLAIMING	<p>301. The meal count is not taken daily for each meal/snack at the point of service.</p> <p>On the day of review, the point-of-service count was not taken. Instead, the kitchen employee took a mental tally of students, and a back-count of the remaining entrees prepared after the service to determine the total meals served. Although this site has relatively low attendance, neither of these counting methods are considered point-of-service.</p> <p>It should be noted that the site did have daily check-off sheets on hand and technical assistance was provided by the reviewer on how to utilize these sheets for a point-of-service count.</p>	<p>Submit a plan to ensure meal counting accuracy. Describe staff training, if necessary.</p> <p>See site finding 401 for day-of-review claim adjustment.</p> <p>Technical Assistance: The point of service is the point at which a person can determine that a reimbursable meal was served to/selected by an eligible youth. All food components must be served to the youth prior to a person counting the meal as reimbursable. It is recommended that all food components be served in a meal service line, where youth line up to receive a complete reimbursable meal, and the count of reimbursable meals is taken at the end of the service area.</p>	<p>Persons involved in corrective action: Sheila Oak, Supervisor of Child Nutrition Programs ; Stacy Bergstedt, Area Supervisor; Thomas Rusk, Site Supervisor. Summer Emison, Rockridge Site manager</p> <p>Date of correction: 8/1/24</p> <p>Meal counting will be done on the serving line with the daily count sheet. A clicker is also now available for the employee.</p> <p>Employee was made aware of the point of service meal counting requirements and the appropriate way to count meals.</p>
<i>301. Minnesota Department of Education Response to Corrective Action</i>			
401 MEAL COMPONENTS AND QUANTITIES	401. The meal offered on the day of review did not comply with meal pattern component requirements. Incomplete	Describe how you will ensure that point of service staff understand what constitutes a reimbursable meal.	Retrained the employee on what constitutes a reimbursable meal.

	<p>meals were served to children and counted as reimbursable.</p> <p>A complete meal was offered to children, but incomplete meals were served. Observed five (5) breakfast meals claimed for reimbursement at the point of service that were missing required meal components. These students selected 2 or fewer items, such as 1 cereal and 1 juice box. 3 items are required under the NSLP breakfast pattern. The kitchen employee did not have a good understanding of what constitutes a reimbursable meal using offer-versus-serve.</p>	<p>In the corrective action, please indicate if one of these actions was taken by your sponsorship to adjust the claim(s) for reimbursement: The claim for reimbursement was not submitted on the day of review, but corrected meal counts were entered when the claim was submitted. OR The claim for reimbursement was adjusted on [enter date].</p> <p>This is an appealable action. Refer to the SFSP Appeal Procedure, which is located on the Minnesota Department of Education website at https://education.mn.gov/MDE/dse/FNS/SFSP/App/. If sponsor appeals, the decision of the appeal will determine the course of action. If sponsor does not appeal, the claim for reimbursement needs to be adjusted. A submitted claim may be adjusted by the sponsor within 60 calendar days after the end of the claiming month. Adjustments after the 60th day can be made by the state agency.</p> <p>Technical Assistance: The NSLP meal pattern and other menu planning resources are available on the Minnesota Department of Education website at https://education.mn.gov/MDE/dse/FNS/SNP/qual/pat/</p>	<p>Will begin to use a unitized breakfast meal to ensure a reimbursable meal is being taken by all students.</p> <p>Will also implement use of a sharing table for those students that don't want all the items. (for example milk)</p> <p>The claim had not been completed for July, so 5 breakfasts were taken out of the daily count for the day of review and not included in the reimbursement.</p>
<p><i>401. Minnesota Department of Education Response to Corrective Action:</i></p>			

Observation:



August 6, 2024

Sheila Oak, Food Service Director
Duluth ISD #709
Sponsoring Authority ID Number: 1000003456
SFSP Administrative Review Report

Dear Sheila Oak:

Thank you for the courtesy and cooperation received during the administrative review of your Summer Food Service Program (SFSP). The purpose of the review was to assess your organization's administration of the SFSP and provide technical assistance in program areas requiring support. Program areas that are not in compliance with SFSP regulations are designated by a finding in the attached Summer Food Service Program Review Report.

In the attached review report, sponsor level findings are summarized first, followed by findings for each site, as applicable, where a meal service was observed. Type your corrective action response to the findings to thoroughly describe the action taken regarding each finding. Include all the processes and/or procedures that will be or have been implemented. List all persons and their titles who will be involved in correcting the finding and maintaining the corrective action. Provide the date when corrective action was or will be implemented. If needed, include supporting documentation in your response that validates the corrective actions you have implemented or will implement. Submit corrective actions to me by Tuesday, August 20th.

Findings from this review resulted in adjustments to meal counts and/or claims for reimbursement as indicated in the review report. A Sponsoring Authority has the right to appeal the denial of all or part of claims for reimbursement or the withholding of payment arising from an administrative review or follow-up review. To request an appeal, follow the instructions in the appeal procedure found on MDE's website at <https://education.mn.gov/MDE/dse/FNS/SFSP/App/>. If your sponsorship does not request an appeal, claims for reimbursement must be adjusted by your sponsorship or will be adjusted by the state agency, as indicated in the review report, and funds recovered.

It was a pleasure working with you and your staff. If you have any questions regarding this administrative review or the review findings, please contact me at Natasha.Lemke@state.mn.us or by phone at (651) 582-8264.

Sincerely,

Natasha Lemke
Nutrition Program Consultant
Nutrition Program Services

COW Agenda Cover Sheet

Meeting Date: Tuesday, November 19, 2024

Topic: Site School Improvement Efforts

Presenter(s): Brenda Spartz and site Principals

Attachment (yes) or (no) Yes

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

The principals will be sharing each building's Continuous Improvement Team (CIT) Points of Pride and School Improvement Goals and/or Priorities.

This Requires School Board Approval Yes No

School Updates on Continuous Improvement

Committee of the Whole
November 2024



Continuous Improvement Teams (CITs) & School Improvement Plans (SIPs)



Overview of the Continuous Improvement Teams (CITs):



Continuous Improvement Process

- Analysis: data, root causes, barriers
- Goal setting and alignment
- Monitoring implementation and fidelity of practices

Continuous Improvement Team (CIT)

- Provides leadership to guide each school's continuous improvement work
- Represents a variety of perspectives

School Improvement Plan (SIP): The Tool

What is a School Improvement Plan (SIP)?

- CIT collaboratively writes a school improvement plan based on:
 - A comprehensive needs assessment (CNA)
 - Data analysis
 - Input from site representatives
- SIP outlines:
 - Action plan for high impact evidenced-based practices aligned with goals
 - Documentation of monitoring implementation and progress

School Updates on Improvement Efforts

Introduction to Principals

Share Points of Pride &
SIP Goals/Priorities



Homecroft Elementary - Hornets

Principal: Tom Cawcutt



Points of Pride:

- Increased Enrollment (over 60 students since 2019)
- Continually high achievement in measured areas within state assessments
- Amazing Staff, students, and family/community support
- Increased levels of support within the MTSS model - THANK YOU

SIP Goals/Priorities:

- Increasing Reading & Math Proficiency for all and specific subgroups of students through continued analysis of MN Academic standards & benchmarks within the rigor required per grade. In addition, implementation of teacher clarity practices aligned with district priorities across all classrooms.
- Increase consistent Attendance from 88% to over 90%
- Decrease major behaviors requiring office intervention by over 25%

Congdon Park Elementary - Cougars

Powerful Learning in a Peaceful Environment

Principal: Kathi Kusch Marshall



Points of Pride:

- Strong Community Involvement, active engagement with families
- Inclusive Environment: Commitment to inclusivity, "Everyone is Welcome and Valued"
- Dedicated Staff: Highly qualified passionate teachers and staff who create meaningful experiences
- Academic Excellence: High standards for academic achievement
- Focus on Social Emotional Learning (Morning Meeting, Cultural Sharing)
- Safe and Supportive Environment: A safe culture prioritizing students' well-being that promotes a positive, respectful atmosphere
- Environmental Stewardship: Dedication to sustainability and environmental education through our school garden/Safe Routes to School

SIP Goals/Priorities:

- Increasing reading for all student from 77% to 90% by Spring 2025
- Specific subgroup Sped from 38.1% to 85% by Spring 2025
- Math Proficiency for all students from 74.1% to 90% by Spring 2025
- Specific subgroups Special Education from 42.9 to 85% by Spring 2025
- Increase consistent attendance from 88% to over 90%



Lakewood Elementary - Lynx



Principal: Dr. Darren Sheldon

Points of Pride:

- Last year had the best reading scores in 12 years!
- Increase of enrollment from 219 to 254
- MTSS Process (staffing)
- Great staff and community supports
- Overall positives on the Climate Surveys.

SIP Goals/Priorities:

- Chronic Attendance
- Math/Reading Goals (implementing UFLI and Functional Morphology with fidelity)
- Teacher Clarity (Tier I Reading/Math Instruction)

Lester Park Elementary - Labradors

Principal: Anna Cawcutt

Points of Pride:

- PBIS implementation - Tiered Fidelity Inventory score fall of 2024 was 73.3%, compared to 46.7% fall of 2023. Huge growth in a very short amount of time.
- Additions to early reading instruction are working. Overall earlyReading composite scores increased from 61% at/above target in the spring of 2023 to 76% of students at/above target in the spring of 2024. We saw a marked increase in Kindergarten word reading scores specifically in the spring of 2024 compared to spring 2023:
 - Spring 2023 decodable (CVC) words: 66% of students at/above benchmark
 - Spring 2024 decodable (CVC) words: 81% of students at/above benchmark
- Majority of staff are already enrolled in the first round of LETRS training (even upper grades). This leads to strengthening our site and district goals with building-wide training in research-based teaching strategies.

SIP Goals/Priorities:

- Refine and maintain a comprehensive system of school-wide social/emotional/behavioral supports, embedded in daily practice.
- Implement identified evidence based practices in literacy through the use of practice profiles and with a focus on grade level text and MN state standards/benchmarks
- Implement identified evidence-based math instructional strategies and routines through the use of practice profiles.



Laura MacArthur Elementary - Eagles

Principal: Carrie Thompson



Points of Pride:

- High response rate from Climate Survey - 94% believe that we have strong staff connections
- Our benefits eligible students (FRPM) have gained 1.6 percentage point in reading and 10.5 percentage points in math
- Closed the achievement gap between FRPM and non-FRPM by 16.5 percentage points in math and 18 percentage points in reading from 2023-2024
- Closed the achievement gap between special education and non-special education by 12 percentage points in math and 10 percentage points in reading from 2023-2024.

SIP Goals/Priorities:

- Improving student performance on Fastbridge literacy testing. All students showing moderate, typical or aggressive growth from fall to spring.
- Improving attendance rates
- Focusing on Tier 1 Core instruction and Improving Teacher Clarity

Lowell Elementary - Lions

Principal: Eve Hessler



Points of Pride:

- New Pick up/Drop off procedures moving smoothly
- Office referrals for students on CICO dropped by 75-100% for 80% of our CICO participants
- CIT has two practice profiles ready for walkthroughs and data collection
- Positive reception of Functional Morphology, integration with immersion programs!

SIP Goals/Priorities:

- Schoolwide Check In/Check Out (CICO) program - *monitoring stage*
- Teacher Clarity of instruction rooted in MN standards
- Explicit instruction of vocabulary during daily math block

Myers-Wilkins Elementary - Wolves



Principal: Lisa Nicholson

Points of Pride:

- PBIS- We have had a strong roll out of HOWL. We have met our first school-wide goal! Street Dance!
- High response rate from Climate Survey - 96% believe that we have strong staff connections
- Attendance Team- Strong focus on ensuring students are at school to learn
- New Universal Procedures for arrival

SIP Goals/Priorities:

- Increasing the rate of consistent attendance through constant monitoring and communication with families
- Increasing math and reading proficiency in all students and all sub groups through implementation of foundational skills instruction with fidelity (UFLI, Functional Morphology, and Math Talks)

Piedmont Elementary - Panthers

Principal: Dr. Katie Britton



Points of Pride:

- PBIS and celebrations
- Community including staff, families, and students
- Partnership with UMD: 3rd year

SIP Goals/Priorities:

- Implementation of Teacher Clarity and deeper understanding of MN Academic Standards
- Consistent monitoring of PBIS and behavior within the building
- Consistent attendance of students through parent communication about attendance expectations

Stowe Elementary Bulldogs

Principal Nathan Anderson



Points of Pride:

- Successful PBIS roll out last year.
 - PAWS Expectations developed and taught in all settings.
 - Consistent Signage and Branding of our PAWS Expectations.
- Attendance improved **16%**! Went from **52%** Consistent Attendance in 22/23 to **68%** in 23/24.
- Positive changes with arrival/departure procedures.
- Refocus of our CIT.
- Improved social, emotional, and behavioral supports. (SEB Specialist + School Social Worker)
- Excellent community involvement at Stowe events.

SIP Goals/Priorities:

- Improve reading & math proficiencies of all student groups.
 - Attainable goals based on historical data trends of specific grade levels.
 - WIN restructuring- push-in model v. pull-out for reading intervention in K and 5th.
- Improve attendance
 - Collaborative teaming of Attendance team (district, school, county, & community resources).
 - Family/Student Centered strategies- supportive solutions v. punitive consequence
- Enhance instruction through Teacher Clarity work.
- Use data to drive decisions related to PBIS and MTSS.



Lincoln Park Middle School - Wild Cats

Principal: Brian Kazmierczak

Points of Pride:

- Implementation of the Middle School Model
 - Teaming, Advisory, Block Schedule, AREA
 - A tremendous increase in the ability to provide academic interventions
- Improve our data driven decision making

SIP Goals/Priorities:

- Goal 1: We will increase the percent of students in attendance from 86.1 percent during the 2023-2024 school year to 88.1 percent in the 2024-2025 school year.
- Goal 2: The percentage of all students in grades 6-8 at Lincoln Park Middle School who are in the “low risk” and “college pathway” benchmarks on the FAST aReading standardized assessment will increase from 56% in fall (current year) to 60% in spring 2025 (current year).



Ordean East Middle School - Huskies

Principal: Sue Lehna

Points of Pride:

- Implementation of the Middle School Model
- Implementation of MTSS
- Implementation of PBIS

SIP Goals/Priorities:

Goal One: Fully Implementation of PBIS — Measurable Goal for Spring of 25: From Fall of 2022 to Spring of 2025, the percentage of students without an ODR will be maintained at a rate of 85% or higher as measured monthly.

Goal Two : Full Implementation of MTSS Measurable 5 year goal: To implement strategies identified in the Root Cause Analysis that will return our achievement scores to OEMS peak scores or higher by spring of 2028. Measurable Goal for Spring of 25:By the Spring of 2025, the number of students scoring in the areas of Low Risk and College Pathway (combined) at OEMS will increase by **445** 3%, while also decreasing the number of students in the area of High Risk by 2%, as measured by the Fast aReading assessment.



Denfeld High School - Hunters

Principal: Tom Tusken

Points of Pride:

- Our Summer Transition Academy was reimplemented in August for the first time since 2006 and allowed 11 incoming 9th graders to earn a full credit (civics and physical education) before high school started.
- Our Indigenous Cohort started this fall providing academic and cultural support for 14 students.
- The Den and PAWS programs continue to dramatically reduce in and out of school suspensions.
- Our BARR Program SEL curriculum called "I Time" is now being used once a week in all grades.

SIP Goals/Priorities:

- Our literacy goal will focus on vocabulary and will be finalized by Thanksgiving break once FAST data has been analyzed.
- The gap in our consistent attendance rate between students in special education (59.09%) and students in general education (78.48%) will be reduced by half by the end of the 2024-25 school year.



Duluth East High School - Greyhounds

Principal: Kelly Flohaug

Points of Pride:

- Significant increase in CTE enrollments & CTE course offerings
- Out of school suspensions continue to decrease due to MTSS intervention practices
- PBIS emphasis on connectedness, inclusivity, and positive recognition
- Of 2024 seniors enrolled April 1st, 100% graduation

SIP Goals/Priorities:

- Increase teachers communicating specific daily learning intentions of critical takeaways from each lesson from 60% to 80%.
- Increase the percentage of students who agree with the survey question "Students are frequently recognized for good behavior" from 42.4% to 60%.



Academic Excellence Online High School

Principal: Nathan Glöckle

Points of Pride:

- Increased enrollment across the state
- Expanded course offerings due to the 7 period day
- Collaborative MEIRS teams implemented to monitor student engagement and course progress

SIP Goals/Priorities:

- Monitor and tweak MEIRS groups
- Implement the principles of Teacher Clarity into online modules for greater clarity of instruction



Area Learning Center

Principal: Nathan Glöckle

Points of Pride:

- Continue to increase opportunities for students to regain credits
- 84% course completion and credits earned for College Career and Life Readiness; student centered schedule
- Over 90% student attendance
- Expanded course offerings
- Student Government

SIP Goals/Priorities:

- Student orientations
- Intentional relationship building in advisory groups
- Social and Emotional supports in MEIRS interventions to help students get back on track for graduation
- Academic interventions to increase comprehension of informational text.

Care & Treatment Programs

Principal: Jacob Hintsala

Points of Pride:

- Care and Treatment [Site data](#)
 - 72.4% of students made a year or more growth in math with an average stay of stay of 136 days.
 - 71.9% of students made a year or more growth in reading with an average stay of 136 days.
- Setting 4 students increased credits (on track to graduate on time) and decreased behavioral incidents.
- Collaboration with multiple agencies to meet the academic and mental health needs of our students.

SIP Goals/Priorities:

- 70% of the students testing on STAR will gain at least $\frac{1}{2}$ grade gain from pre to post-test.
- Expecting that on average a student will grade gain $\frac{1}{2}$ grade for a 90 day stay.
- This goal is for both reading and math.

Acronym Cheat Sheet:

AREA: Academic, Relearning, Enrichment and Activities

BARR: Building Assets and Reducing Risks

CICO: Check-In, Check-Out

CIT: Continuous Improvement Team

CNA: Comprehensive Needs Assessment

CTE: Career Technical Education

EBS: Evidence Based Strategy

FAST: Formative Assessments and Screening for Teachers

FRPM: Free/Reduced-Price Meals

LETRS: Language Essentials for Teachers of Reading and Spelling (READ Act aligned professional learning program)

MCA: Minnesota Comprehensive Assessment

MEIRS: MN Early Indicator and Response System (evidence based practice being used)

MTSS: Multi-Tiered System of Support

ODR: Office Discipline Referrals

PBIS: Positive Behavior Interventions and Supports

Acronym Cheat Sheet:

READ Act: Reading to Ensure Academic Development Act

SEL / SEB: Social Emotional Learning / Social Emotional Behavior(ist)

SIP: School Improvement Plan

STAR: screening assessment tool

TFI: Tiered Fidelity Inventory

UFLI: University of Florida Literacy Institute (curriculum)

WIN: What I Need



COW Agenda Cover Sheet

Meeting Date: Tuesday, November 19, 2024

Topic: Business Services - Update on Budget Reduction/Realignment Process

Presenter(s): Simone Zunich, Exec. Dir. Finance & Business Services

Attachment (yes) or (no) No

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

Supt. Magas and Exec. Dir Zunich will provide a verbal update on the budget reduction/reallocation.

This Requires School Board Approval Yes No

COW Agenda Cover Sheet

Meeting Date: November 19, 2024

Topic: MSHSL Resolution

Presenter(s): Anthony Bonds

Attachment (yes) or (no) Yes

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

Resolution of Governing Board Supporting FORM A Application To Minnesota State High School League Foundation/Denfeld High School and East High School

This Requires School Board Approval Yes No

This is informational for now-

*******This will go to the School Board Meeting on November 26, 2024 for Approval**

FORM A

**RESOLUTION OF GOVERNING BOARD SUPPORTING
FORM A APPLICATION TO MINNESOTA
STATE HIGH SCHOOL LEAGUE FOUNDATION**


WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the Governing Board of Duluth Denfeld & East/ISD # 709 recognizes the value of student participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist schools in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Governing Board of Duluth Denfeld & East/ISD # 709 supports the school's application to the Minnesota State High School League Foundation for a **FORM A** grant to offset student activity fees.

11-19-24
Date


Board Chair/Head of School

11-19-24
Date


Board Clerk – Treasurer/ Finance Director

COW Agenda Cover Sheet

Meeting Date: November 19, 2024

Topic: Designation of Identified Official with Authority (IOWA) for Head Start Resolution

Presenter(s): Anthony Bonds

Attachment (yes) or (no) yes

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

Resolution for Designation of Identified Official with Authority (IOWA) for Head Start

This Requires School Board Approval Yes No

This is informational for now-

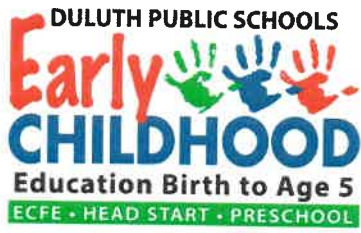
*******This will go to the School Board Meeting on November 26, 2024 for Approval**

RESOLUTION

Designation of Identified Official with Authority (IOwA) for Head Start

WHEREAS, The Minnesota Department of Education (MDE) requires that school districts annually designate an IOwA to comply with State Access Control Security Standard 1.0 which state that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA).

NOW, THEREFORE, BE IT RESOLVED, the Superintendent recommends the Board authorize Sheryl Williams, Head Start Director, to act as the IOwA for the Head Start Organization, Duluth Head Start 7010-84-001.



Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOWA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOWA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOWA will authorize user access to State of Minnesota Education secure systems in accordance with the user's assigned job duties, and will revoke that user's access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOWA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or director) is designated as the IOWA. The IOWA will grant the IOWA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Duluth Head Start

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 7010-84

The Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOWA) for this organization:

Print Name: Sherry Williams

Title: Head Start Director- Duluth Early Childhood Services Coordinator

Board Member Signature:

Name: *Jim Laford*

Date: 11-19-24

Once the EDIAM Board Resolution is completed, scan and email it to: useraccess.mde@state.mn.us

Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, November 19, 2024
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
3:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 621 Literacy and the Read Act	2
3. POLICIES FOR SECOND READING	
4. POLICIES FOR REVIEW	
A. 707 Transportation of Public Schools Students	9
B. 725 Requests for Proposals	17
5. REGULATIONS - Informational	
A. 707R Transportation of Public School Students	18
B. 725R Requests for Proposals	21
6. OTHER	

Adopted: _____

MSBA/MASA Model Policy 621
Orig. 2023

Revised: _____

621 LITERACY AND THE READ ACT

[Note: By the 2026-2027 school year, the school district must provide evidence-based reading instruction through a focus on student mastery of the foundational reading skills of phonemic awareness, phonics, and fluency, as well as the development of oral language, vocabulary, and reading comprehension skills. Students must receive evidence-based instruction that is proven to effectively teach children to read, consistent with Minnesota Statutes, sections 120B.1117 to 120B.124.]

I. PURPOSE

This policy aligns with Minnesota law established in the Read Act and on other topics related to reading.

II. GENERAL STATEMENT OF POLICY

The school district recognizes the centrality of reading in a student's educational experience.

III. DEFINITIONS

- A. "Evidence-based" means the instruction or item described is based on reliable, trustworthy, and valid evidence and has demonstrated a record of success in increasing students' reading competency in the areas of phonological and phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Evidence-based literacy instruction is explicit, systematic, and includes phonological and phonemic awareness, phonics and decoding, spelling, fluency, vocabulary, oral language, and comprehension that can be differentiated to meet the needs of individual students. Evidence-based instruction does not include the three-cueing system, as defined in subdivision 16.
- B. "Fluency" means the ability of students to read text accurately, automatically, and with proper expression.
- C. "Foundational reading skills" includes phonological and phonemic awareness, phonics and decoding, and fluency. Foundational reading skills appropriate to each grade level must be mastered in kindergarten, grade 1, grade 2, and grade 3. Struggling readers in grades 4 and above who do not demonstrate mastery of grade-level foundational reading skills must continue to receive explicit, systematic instruction to reach mastery.
- D. "Literacy specialist" means a person licensed by the Professional Educator Licensing and Standards Board as a teacher of reading, a special education teacher, or a kindergarten through grade 6 teacher, who has completed professional development approved by the Minnesota Department of Education (MDE) in structured literacy. A literacy specialist employed by the department under Minnesota Statutes, section 120B.123, subdivision 7, or by a district as a literacy lead, is not required to complete the approved training before August 30, 2025.
- E. "Literacy lead" means a literacy specialist with expertise in working with educators as adult learners. A district literacy lead must support the district's implementation of the Read Act; provide support to school-based coaches; support the implementation of structured literacy, interventions, curriculum delivery, and teacher training; assist with the development of personal learning plans; and train paraprofessionals and other

support staff to support classroom literacy instruction. A literacy lead may be employed by one district, jointly by two or more districts, or may provide services to districts through a partnership with the regional service cooperatives or another district.

- F. "Multitiered system of support" or "MTSS" means a systemic, continuous improvement framework for ensuring positive social, emotional, behavioral, developmental, and academic outcomes for every student. The MTSS framework provides access to layered tiers of culturally and linguistically responsive, evidence-based practices and relies on the understanding and belief that every student can learn and thrive. Through a MTSS at the core (Tier 1), supplemental (Tier 2), and intensive (Tier 3) levels, educators provide high quality, evidence-based instruction and intervention that is matched to a student's needs; progress is monitored to inform instruction and set goals and data is used for educational decision making.
- G. "Oral language," also called "spoken language," includes speaking and listening, and consists of five components: phonology, morphology, syntax, semantics, and pragmatics.
- H. "Phonemic awareness" means the ability to notice, think about, and manipulate individual sounds in spoken syllables and words.
- I. "Phonics instruction" means the explicit, systematic, and direct instruction of the relationships between letters and the sounds they represent and the application of this knowledge in reading and spelling.
- J. "Progress monitoring" means using data collected to inform whether interventions are working. Progress monitoring involves ongoing monitoring of progress that quantifies rates of improvement and informs instructional practice and the development of individualized programs using state-approved screening that is reliable and valid for the intended purpose.
- K. "Reading comprehension" means a function of word recognition skills and language comprehension skills. It is an active process that requires intentional thinking during which meaning is constructed through interactions between the text and reader. Comprehension skills are taught explicitly by demonstrating, explaining, modeling, and implementing specific cognitive strategies to help beginning readers derive meaning through intentional, problem-solving thinking processes.
- L. "Structured literacy" means an approach to reading instruction in which teachers carefully structure important literacy skills, concepts, and the sequence of instruction to facilitate children's literacy learning and progress. Structured literacy is characterized by the provision of systematic, explicit, sequential, and diagnostic instruction in phonemic awareness, phonics, fluency, vocabulary and oral language development, and reading comprehension.
- M. "Three-cueing system," also known as "meaning structure visual (MSV)," means a method that teaches students to use meaning, structure and syntax, and visual cues when attempting to read an unknown word.
- N. "Vocabulary development" means the process of acquiring new words. A robust vocabulary improves all areas of communication, including listening, speaking, reading, and writing. Vocabulary growth is directly related to school achievement and is a strong predictor for reading success.

IV. READING SCREENER; PARENT NOTIFICATION AND INVOLVEMENT

- A. The school district must administer an approved evidence-based reading screener to students in kindergarten through grade 3 within the first six weeks of the school year,

and again within the last six weeks of the school year. The screener must be one of the screening tools approved by the Minnesota Department of Education (MDE).

- B. The school district must identify any screener it uses in the district's annual literacy plan, and submit screening data with the annual literacy plan by June 15.
- C. Schools, at least biannually after administering each screener, must give the parent of each student who is not reading at or above grade level timely information about:
 - 1. the student's reading proficiency as measured by a screener approved by MDE;
 - 2. reading-related services currently being provided to the student and the student's progress; and
 - 3. strategies for parents to use at home in helping their student succeed in becoming grade-level proficient in reading in English and in their native language.
- D. The school district may not use this section to deny a student's right to a special education evaluation.

V. IDENTIFICATION AND REPORT

- A. Students enrolled in kindergarten, grade 1, grade 2, and grade 3, including multilingual learners and students receiving special education services, must be universally screened for mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, oral language, and for characteristics of dyslexia as measured by a screening tool approved by MDE. The screening for characteristics of dyslexia may be integrated with universal screening for mastery of foundational skills and oral language.
- B. The school district must submit data on student performance in kindergarten, grade 1, grade 2, and grade 3 on foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language to MDE in the annual local literacy plan submission due on June 15.
- C. Students in grades 4 and above, including multilingual learners and students receiving special education services, who do not demonstrate mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language, must be screened using a screening tool approved by MDE for characteristics of dyslexia and must continue to receive evidence-based instruction, interventions, and progress monitoring until the students achieve grade-level proficiency. A parent, in consultation with a teacher, may opt a student out of the literacy screener if the parent and teacher decide that continuing to screen would not be beneficial to the student. In such limited cases, the student must continue to receive progress monitoring and literacy interventions.
- D. Reading screeners in English, and in the predominant languages of school district students where practicable, must identify and evaluate students' areas of academic need related to literacy. The school district also must monitor the progress and provide reading instruction appropriate to the specific needs of multilingual learners. The school district must use an approved, developmentally appropriate, and culturally responsive screener and annually report summary screener results to the MDE Commissioner by June 15 in the form and manner determined by the MDE Commissioner.
- E. The school district must include in its literacy plan a summary of the district's efforts to screen, identify, and provide interventions to students who demonstrate

characteristics of dyslexia as measured by a screening tool approved by MDE. With respect to students screened or identified under paragraph (a), the report must include:

1. a summary of the school district's efforts to screen for dyslexia;
2. the number of students universally screened for that reporting year;
3. the number of students demonstrating characteristics of dyslexia for that year; and
4. an explanation of how students identified under this subdivision are provided with alternate instruction and interventions under Minnesota Statutes, section 125A.56, subdivision 1.

VI. INTERVENTION

- A. For each student identified under the screening identification process, the school district shall provide reading intervention to accelerate student growth and reach the goal of reading at or above grade level by the end of the current grade and school year.
- B. The school district must implement progress monitoring, as defined in Minnesota Statutes, section 120B.1118, for a student not reading at grade level.
- C. The school district must use evidence-based curriculum and intervention materials at each grade level that are designed to ensure student mastery of phonemic awareness, phonics, vocabulary development, reading fluency, and reading comprehension. Starting July 1, 2023, if the school district purchases new literacy curriculum, or literacy intervention or supplementary materials, the curriculum or materials must be evidence-based as defined in Minnesota Statutes, section 120B.1118.
- D. If a student does not read at or above grade level by the end of the current school year, the school district must continue to provide reading intervention until the student reads at grade level. School district intervention methods shall encourage family engagement and, where possible, collaboration with appropriate school and community programs that specialize in evidence-based instructional practices and measure mastery of foundational reading skills, including phonemic awareness, phonics, decoding, fluency, and oral language.
- E. By the 2025-2026 school year, intervention programs must be taught by an intervention teacher or special education teacher who has successfully completed training in evidence-based reading instruction approved by MDE. Intervention may include but is not limited to requiring student attendance in summer school, intensified reading instruction that may require that the student be removed from the regular classroom for part of the school day, extended-day programs, or programs that strengthen students' cultural connections.
- F. ~~The school district must determine the format of the personal learning plan in collaboration with the student's educators and other appropriate professionals. The school must develop the learning plan in consultation with the student's parent or guardian. The personal learning plan must include targeted instruction that is evidence-based and ongoing progress monitoring, and address knowledge gaps and skill deficiencies through strategies such as specific exercises and practices during and outside of the regular school day, group interventions, periodic assessments or screeners, and reasonable timelines. The personal learning plan may include grade retention, if it is in the student's best interest; a student may not be retained solely due to delays in literacy or not demonstrating grade-level proficiency. A school must maintain and regularly update and modify the personal learning plan until the student~~

~~reads at grade level. This paragraph does not apply to a student under an individualized education program.~~

VII. LOCAL LITERACY PLAN

- A. The school district must adopt a local literacy plan to have every child reading at or above grade level every year beginning in kindergarten and to support multilingual learners and students receiving special education services in achieving their individualized reading goals. The school district must update and submit the plan to the Commissioner of MDE by June 15 each year. The plan must be consistent with the Read Act, and include the following:
1. a process to assess students' foundational reading skills, oral language, and level of reading proficiency and the screeners used, by school site and grade level, under Minnesota Statutes, section 120B.123;
 2. a process to notify and involve parents;
 3. a description of how schools in the school district will determine the targeted reading instruction that is evidence-based and includes an intervention strategy for a student and the process for intensifying or modifying the reading strategy in order to obtain measurable reading progress;
 4. evidence-based intervention methods for students who are not reading at or above grade level and progress monitoring to provide information on the effectiveness of the intervention;
 5. identification of staff development needs, including a plan to meet those needs;
 6. the curricula used by school site and grade level;
 7. a statement of whether the school district has adopted a MTSS framework;
 8. student data using the measures of foundational literacy skills and mastery identified by MDE for the following students:
 - a. students in kindergarten through grade 3;
 - b. students who demonstrate characteristics of dyslexia; and
 - c. students in grades 4 to 12 who are identified as not reading at grade level; and
 9. the number of teachers and other staff that have completed training approved by the department.
- B. The school district must post its literacy plan on the official school district website and submit it to the Commissioner of MDE using the template developed by the Commissioner beginning June 15, 2024.

VIII. STAFF TRAINING

- A. Beginning July 1, 2024, a school district must provide access to the training required under Minnesota Statutes, section 120B.123, subdivision 5, to:

1. intervention teachers working with students in kindergarten through grade 12;
 2. all classroom teachers of students in kindergarten through grade 3 and children in prekindergarten programs;
 3. special education teachers;
 4. curriculum directors;
 5. instructional support staff who provide reading instruction; and
 6. employees who select literacy instructional materials for a district.
- B. The school district must provide training from a menu of approved evidence-based training programs to all reading intervention teachers, literacy specialists, and other teachers and staff identified in Minnesota Statutes, section 120B.12, subdivision 1, paragraph (b), by July 1, 2025; and by July 1, 2027, to other teachers in the school district, prioritizing teachers who work with students with disabilities, English learners, and students who qualify for the graduation incentives program under Minnesota Statutes, section 124D.68. The Commissioner of MDE may grant a school district an extension to these deadlines.
- C. By August 30, 2025, the school district must employ or contract with a literacy lead, or be actively supporting a designated literacy specialist through the process of becoming a literacy lead. The school board may satisfy the requirements of this subdivision by contracting with another school board or cooperative unit under Minnesota Statutes, section 123A.24 for the services of a literacy lead by August 30, 2025. The school district literacy lead must collaborate with school district administrators and staff to support the school district's implementation of requirements under the Read Act.

IX. STAFF DEVELOPMENT

- A. The school district must provide training programs on evidence-based reading instruction to teachers and instructional staff in accordance with subdivision 1, paragraph (b). The training must include teaching in the areas of phonemic awareness, phonics, vocabulary development, reading fluency, reading comprehension, and culturally and linguistically responsive pedagogy.
- B. The school district shall use the data under Article V. above to identify the staff development needs so that:
1. elementary teachers are able to implement explicit, systematic, evidence-based instruction in the five reading areas of phonemic awareness, phonics, fluency, vocabulary, and comprehension with emphasis on mastery of foundational reading skills as defined in Minnesota Statutes, section 120B.1118 and other literacy-related areas including writing until the student achieves grade-level reading and writing proficiency;
 2. elementary teachers have sufficient training to provide students with evidence-based reading and oral language instruction that meets students' developmental, linguistic, and literacy needs using the intervention methods or programs selected by the school district for the identified students;
 3. licensed teachers employed by the school district have regular opportunities to improve reading and writing instruction;
 4. licensed teachers recognize students' diverse needs in cross-cultural settings and are able to serve the oral language and linguistic needs of students who are multilingual learners by maximizing strengths in their native languages in

order to cultivate students' English language development, including oral academic language development, and build academic literacy; and

5. licensed teachers are well trained in culturally responsive pedagogy that enables students to master content, develop skills to access content, and build relationships.
- C. The school district must provide staff in early childhood programs sufficient training to provide children in early childhood programs with explicit, systematic instruction in phonological and phonemic awareness; oral language, including listening comprehension; vocabulary; and letter-sound correspondence.

X. LITERACY INCENTIVE AID USES

The school district must use its literacy incentive aid to support implementation of evidence-based reading instruction. The following are eligible uses of literacy incentive aid:

1. training for kindergarten through grade 3 teachers, early childhood educators, special education teachers, reading intervention teachers working with students in kindergarten through grade 12, curriculum directors, and instructional support staff that provide reading instruction, on using evidence-based screening and progress monitoring tools;
2. evidence-based training using a training program approved by MDE;
3. employing or contracting with a literacy lead, as defined in Minnesota Statutes, section 120B.1118;
4. materials, training, and ongoing coaching to ensure reading interventions under Minnesota Statutes, section 125A.56, subdivision 1, are evidence-based; and costs of substitute teachers to allow teachers to complete required training during the teachers' contract day.

Legal References: Minn. Stat. § 120B.1118 (Read Act Definitions)
Minn. Stat. § 120B.12 (Read Act Goal and Interventions)
Minn. Stat. § 120B.123 (Read Act Implementation)
Minn. Stat. § 123A.24 (Withdrawing from a Cooperative Unit; Appealing Denial of Membership)
Minn. Stat. §124D.68 (Graduation Incentives Program)
Minn. Stat. § 124D.98 (Literacy Incentive Aid)
Minn. Stat. § 125A.56 (Alternate Instruction Required before Assessment Referral)

Cross References: None

707 TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide for the transportation of students in a manner which will protect their health, welfare, and safety.
- B. The school district recognizes that transportation is an essential part of the school district services to students and parents but further recognizes that transportation by school bus is a privilege and not a right for an eligible student.

III. DEFINITIONS

- A. "Child with a disability" includes every child identified under federal and state special education law as deaf or hard of hearing, blind or visually impaired, deafblind, or having a speech or language impairment, a physical impairment, other health disability, developmental cognitive disability, an emotional or behavioral disorder, specific learning disability, autism spectrum disorder, traumatic brain injury, or severe multiple impairments, and who needs special education and related services, as determined by the rules of the Commissioner of the Minnesota Department of Education ("Commissioner"). A licensed physician, an advanced practice nurse, a physician assistant, or a licensed psychologist is qualified to make a diagnosis and determination of attention deficit disorder or attention deficit hyperactivity disorder for purposes of identifying a child with a disability. In addition, every child under age three, and at the school district's discretion from age three to seven, who needs special instruction and services, as determined by the rules of the Commissioner, because the child has a substantial delay or has an identifiable physical or mental condition known to hinder normal development is a child with a disability. A child with a short-term or temporary physical or emotional illness or disability, as determined by the rules of the Commissioner, is not a child with a disability. ~~(Minn. Stat. § 125A.02)~~
- B. "Home" is the legal residence of the child. In the discretion of the school district, "home" also may be defined as a licensed day care facility, school day care facility, a respite care facility, the residence of a relative, or the residence of a person chosen by the student's parent or guardian as the home of a student for part or all of the day, if requested by the student's parent or guardian, or an afterschool program for children operated by a political subdivision of the state, if the facility, residence, or program is within the attendance area of the school the student attends. Unless otherwise specifically provided by law, a homeless student is a resident of the school district if enrolled in the school district. ~~(Minn. Stat. § 123B.92, Subd. 1(b)(1); Minn. Stat. § 127A.47, Subd. 2)~~
- C. "Homeless student" means a student, including a migratory student, who lacks a fixed, regular, and adequate nighttime residence and includes: students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; are abandoned in hospitals; are awaiting foster care placement; have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings, and migratory children who qualify as homeless because they are living in any of the preceding listed circumstances. ~~(42 U.S.C. § 11434a)~~

- D. "Nonpublic school" means any school, church, or religious organization, or home school wherein a resident of Minnesota may legally fulfill the compulsory instruction requirements of ~~Minn. Stat. §~~Minnesota Statutes, section 120A.22, which is located within the state, and which meets the requirements of Title VI of the Civil Rights Act of 1964 ~~(42 U.S.C. § 2000d, et seq.). (Minn. Stat. §123B.41, Subd. 9)~~
- E. "Nonresident student" is a student who attends school in the school district and resides in another district, defined as the "nonresident district." In those instances when the divorced or legally separated parents or parents residing separately share joint physical custody of a student and the parents reside in different school districts, the student shall be a resident of the school district designated by the student's parents. When parental rights have been terminated by court order, the legal residence of a student placed in a residential or foster facility for care and treatment is the district in which the student resides. ~~(Minn. Stat. § 123B.88, Subd. 6; Minn. Stat. § 125A.51; Minn. Stat. § 127A.47, Subd. 3)~~
- F. "Pupil support services" are health, counseling, and guidance services provided by the public school in the same district where the nonpublic school is located. ~~(Minn. Stat. § 123B.41, Subd. 4)~~
- G. "School of origin," for purposes of determining the residence of a homeless student, is the school that the student attended when permanently housed or the school in which the student was last enrolled. ~~(42 U.S.C. § 11432(g)(3)(G))~~
- H. "Shared time basis" is a program where students attend public school for part of the regular school day and who otherwise fulfill the requirements of ~~Minn. Stat. §~~Minnesota Statutes, section 120A.22 by attendance at a nonpublic school. ~~(Minn. Stat. § 126C.01, Subd. 8)~~
- I. "Student" means any student or child attending or required to attend any school as provided in Minnesota law and who is a resident or child of a resident of Minnesota. ~~(Minn. Stat. § 123B.41, Subd. 11)~~

IV. ELIGIBILITY

- A. Upon the request of a parent or guardian, the school district shall provide transportation to and from school, at the expense of the school district, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. ~~(Minn. Stat. § 123B.88, Subd. 1)~~
- B. The school district may, in its discretion, also provide transportation to any student to and from school, at the expense of the school district, for any other purpose deemed appropriate by the school board.

[NOTE: In this section, school districts may wish to outline those discretionary areas where they intend to provide transportation. For example, some school districts may provide that transportation shall be provided for all resident elementary students who reside one mile or more from the school.]

The School District's responsibility is to provide transportation as a service for those students that are eligible based on both service area criteria and behavior expectations.

Student eligibility for transportation will be based on the distance of the student's

residence, child care facility, or Key Zone site (which the child is attending on a permanent and regularly scheduled basis) from the school to which the pupil is assigned and the grade level of the student.

The School Board has established the following criteria:

Grade Level Distance from Residence to School	
Elementary	0.7 of a mile or more
Middle	1.5 miles or more 1 mile
High	2.0 miles or more 1 mile

Students eligible for transportation may be required to walk the same distance to a school bus stop that non-transported students are required to walk to his/her school.

Parents will assume responsibility of transporting children to and from their home to the permanent, full-time child care facility and Key Zone sites. Special transportation will be handled on an individual basis for students with disabilities.

The School District will provide transportation for students when, in the opinion of the Traffic Hazard Safety Committee, conditions between the child's home and school of attendance create a hazard to the walking child, recognizing the child's age as a factor in this consideration. Questions pertaining to eligibility for transportation due to safety concerns should be referred in writing to the Traffic Hazard Safety Committee.

The Traffic Hazard Safety Committee shall consist of the Transportation Manager, ~~the appropriate principal, the School Patrol Safety Officer of the Duluth Police Department, the Transportation Supervisor, a School Board Member, a representative from Voyageur Bus Company,~~ and any others the Superintendent may designate.

- C. In the discretion of the school district, transportation along regular school bus routes may also be provided, where space is available, to any person where such use of a bus does not interfere with the transportation of students. The cost of providing such transportation must be paid by those individuals using these services or some third-party payor. Bus transportation also may be provided along school bus routes when space is available for participants in early childhood family education programs and school readiness programs if these services do not result in an increase in the school district's expenditures for transportation. ~~(Minn. Stat. § 123B.88, Subd. 10, 11, 12, and 13)~~
- D. For purposes of stabilizing enrollment and reducing mobility, the school district may, in its discretion, establish a full-service school zone and may provide transportation for students attending a school in that full-service school zone. A full-service school zone may be established for a school that is located in an area with higher than average crime or other social and economic challenges and that provides education, health or human services, or other parental support in collaboration with a city, county, state, or nonprofit agency.

V. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If requested by the parent of a nonresident student, the school district shall provide transportation to a nonresident student within its borders at the same level of service that is provided to resident students. ~~(Minn. Stat. § 124D.04, Subd. 7; Minn. Stat. § 123B.92, Subd. 3)~~

- B. If the school district decides to transport a nonresident student within the student's resident district, the school district will notify the student's resident district of its decision, in writing, prior to providing transportation. ~~(Minn. Stat. § 123B.88, Subd. 6)~~
- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the border of the school district during those times when the student is residing with the parent in the nonresident school district. ~~(Minn. Stat. § 127A.47, Subd. 3(b))~~
- D. The school district may provide transportation to allow a student who attends a high-need English language learner program and who resides within the transportation attendance area of the program to continue in the program until the student completes the highest grade level offered by the program. ~~(Minn. Stat. § 123B.92, Subd. 3(b))~~

VI. TRANSPORTATION OF RESIDENT STUDENTS TO NONDISTRICT SCHOOLS

- A. In general, the school district shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. A parent may be reimbursed by the nonresident district for the costs of transportation from the pupil's residence to the border of the nonresident district if the student is from a family whose income is at or below the poverty level, as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week. ~~(Minn. Stat. § Minnesota Statutes, section 124D.03, Subd. subdivision 8)~~
- B. Resident students shall be eligible for transportation to and from a nonresident school district at the expense of the school district, if in the discretion of the school district, inadequate room, distance to school, unfavorable road conditions, or other facts or conditions make attendance in the resident student's own district unreasonably difficult or impracticable. The school district, in its discretion, may also provide for transportation of resident students to schools in other districts for grades and departments not maintained in the district, including high school, for the whole or a part of the year or for resident students who attend school in a building rented or leased by the school district in an adjacent district. ~~(Minn. Stat. § 123B.88, Subds. 1 and 4)~~
- C. In general, the school district is not responsible for transportation for any resident student attending school in an adjoining state under a reciprocity agreement but may provide such transportation services at its discretion. ~~(Minn. Stat. § 124D.041)~~

VII. SPECIAL EDUCATION STUDENTS/STUDENTS WITH A DISABILITY/ STUDENTS WITH TEMPORARY DISABILITIES

- A. Upon a request of a parent or guardian, ~~the board must provide necessary transportation, consistent with Minnesota Statutes, section 123B.92, subdivision 1(b)(4), for a resident child student with a disability who is not yet enrolled in kindergarten for the provision of special instruction and services. Special instruction and services for a child with a disability not yet enrolled in kindergarten include and individualized education program (IEP) team placement in an early childhood program when that placement is necessary to address the child's level of functioning and needs., who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the school district and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)~~

- B. Resident students with a disability whose ~~handicapped~~ disabling conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the ~~handicapping~~ disabling condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the school district. ~~(Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600)~~
- C. Resident students with a disability who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the school district, shall be provided transportation, by the school district to and from said board and lodging facilities, at the expense of the school district. ~~(Minn. Stat. § 125A.65)~~
- D. If a resident student with a disability attends a public school located in a contiguous school district and the school district of attendance does not provide special instruction and services, the school district shall provide necessary transportation for the student between the school district boundary and the educational facility where special instruction and services are provided within the school district. The school district may provide necessary transportation of the student between its boundary and the school attended in the contiguous district, but shall not pay the cost of transportation provided outside the school district boundary. ~~(Minn. Stat. § 125A.12)~~
- E. When a student with a disability or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the school district during the care and treatment, the school district shall provide the transportation, at the expense of the school district, to that student. The school district may establish reasonable restrictions on transportation, except if a Minnesota court or agency orders the child placed at a day care and treatment program and the school district receives a copy of the order, then the school district must provide transportation to and from the program unless the court or agency orders otherwise. Transportation shall only be provided by the school district during regular operating hours of the school district. ~~(Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))~~
- F. When a nonresident student with a disability or a student with a short-term or temporary disability is temporarily placed in a residential program within the school district, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the school district shall provide the necessary transportation at the expense of the school district. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. ~~(Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))~~
- G. Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. ~~(Minn. Rules Part 7470.1700)~~
- H. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in ~~Minn. Stat. Ch. Minnesota Statutes, chapter 125A. (Minn. Rules Part 7470.1600, Subd. 2)~~

VIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the school district. ~~(42 U.S.C. § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))~~
- B. Upon request by the student's parent, guardian, or homeless education liaison, the school district shall provide transportation for a homeless student as follows:
1. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements within the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~on if the same basis as transportation services are provided to other students in the school district. shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked.~~ ~~(42 U.S.C. § 11432(g)(1)(J)(iii)(I))~~
 2. A resident student who becomes homeless and is residing in a public or private shelter location or has other non-shelter living arrangements outside of the school district shall be provided transportation to and from the student's school of origin and the shelter or other non-shelter location ~~if the shelter or non-shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked,~~ on the same basis as transportation services are provided to other students in the school district, unless the school district and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. ~~(Minn. Stat. § 125A.51(f); 42 U.S.C. § 11432(g)(1)(J)(iii)(II))~~
 3. If a nonresident student is homeless and is residing in a public or private homeless shelter or has other non-shelter living arrangements within the school district, the school district may provide transportation services between the shelter or non-shelter location and the student's school of origin outside of the school district upon agreement with the school district in which the school of origin is located. ~~(Minn. Stat. § 125A.51(f))~~
 4. A homeless nonresident student enrolled under ~~Minn. Stat. § Minnesota Statutes section~~ 124D.08, ~~Subd. subdivision~~ 2a, must be provided transportation from the student's district of residence to and from the school of enrollment. ~~(Minn. Stat. § 123B.92, Subd. 3(c)).~~

IX. AVAILABILITY OF SERVICES

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, in the discretion of the school district, on staff development days. ~~(Minn. Stat. § 123B.88, Subd. 21)~~

X. MANNER OF TRANSPORTATION

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the school board. The school district may, in its discretion, provide room and board, in lieu of transportation, to a student who may be more economically and conveniently provided for by

that means. ~~(Minn. Stat. § 123B.88, Subd. 1)~~

XI. RESTRICTIONS

Transportation by the school district is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the school district's discipline policy. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 ~~U.S.C. § United States Code, section~~ 1415 (Individuals with Disabilities Act), 29 ~~U.S.C. § United States Code, section~~ 794 (the Rehabilitation Act), and 42 ~~U.S.C. § United States Code, section~~ 12132, (Americans with Disabilities Act) are governed by these provisions. ~~(Minn. Stat. § 121A.59)~~

XII. FEES

- A. In its discretion, the school district may charge fees for transportation of students to and from extracurricular activities conducted at locations other than school, where attendance is optional. ~~(Minn. Stat. § 123B.36, Subd. 1(10))~~
- B. The school district may charge fees for transportation of students to and from school when authorized by law. If the school district charges fees for transportation of students to and from school, guidelines shall be established for that transportation to ensure that no student is denied transportation solely because of inability to pay. The school district also may waive fees for transportation if the student's parent is serving in, or within the past year has served in, active military service as defined in ~~Minn. Stat. § Minnesota Statutes section~~ 190.05. ~~(Minn. Stat. § 123B.36, Subds. 1(11) and 6)~~
- C. The school district may charge reasonable fees for transportation of students to and from post-secondary institutions for students enrolled under the post-secondary enrollment options program. Families who qualify for mileage reimbursement may use their state mileage reimbursement to pay this fee. ~~(Minn. Stat. § 123B.36, Subd. 1(13))~~
- D. Where, in its discretion, the school district provides transportation to and from an instructional community-based employment station that is part of an approved occupational experience vocational program, the school district may require the payment of reasonable fees for transportation from students who receive remuneration for their participation in these programs. ~~(Minn. Stat. § 123B.36, Subd. 3)~~

Legal References:

Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation ~~is~~ a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (~~Educational Aids for Nonpublic School Children;~~
Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
~~Minn. Stat. § 123B.84 (Policy)~~
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (~~Options for Enrolling in Adjoining Enrollment Options
Programs in Border~~ States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident

District; **Exceptions**)
Minn. Stat. Ch. 125A (~~Children With a Disability Special Education and Special Programs~~)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (~~General Education Revenue~~— Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with **Disabilities Disability**)
20 U.S.C. § 1415 (Individuals with Disabilities Education ~~Improvement Act of 2004~~)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial of Benefits of, and Discrimination under Federally Assisted Programs on Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)
~~MSBA Service Manual, Chapter 2, Transportation~~

Replacing: Policies 3140, 3142, 3145
First Reading: 10-18-16
Adopted: 11-15-16
First Reading:

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

I. PURPOSE

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

1. Contracts

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

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

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

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

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

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

2. Professional Services

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

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

Cross References: 725R Requests for Proposals

Adopted: 09.21.1993
Revised: 06.21.1994 02.17.1998 03.19.2024 (renumbered from 3075)
06.20.1995 02.23.2010

707R TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

The following guidelines will govern the transportation of public school students consistent with the requirements of law.

I. The following are specific rules and regulations relative to determining student eligibility and route scheduling for transportation of Duluth Public Schools students:

- A. If, when measuring the distance from a residential address to an assigned school, the designated distance registers within the boundaries of a resident block, students within the entire block shall be provided transportation in accordance with mileage requirements by grade level.
- B. Distance shall be measured from the residential address of each transported student to the nearest school student entrance by an official school odometer.
- C. School administrators desiring confirmation of the various mileage limits should contact the Transportation Manager.
- D. A non-specific map of a school attendance area indicating residential areas from which students are required to walk, as well as a map indicating approximate areas of bus service within the school attendance area, shall be made available by the Transportation Manager upon request.
- E. Parents requesting transfers from one attendance area to another are responsible for pupil transportation arrangements based on approval. Transportation will be provided for administrative relocation of students.
- F. The child care provider must reside in the home school attendance area. The child care residence must be eligible for transportation for the grade level of the child. Transportation must be on a permanent basis with one A.M. address pick up and one P.M. address drop off all days of the week within the home school attendance area. The child care arrangements must be made three (3) working days in advance of transportation.
- G. Elementary school children attending child care facilities and Key Zone sites outside their residential attendance area may apply for enrollment in the public elementary school in the attendance area of the child care facility, provided classroom space is available. It is the parent's responsibility to provide transportation to and from the child care. The School District provides transportation between the child care and the school provided the child care address qualifies within District guidelines.
- H. Requests for transportation for students with medical handicaps disabilities will be approved upon written verification by a physician that the student, for medical reasons, does require transportation to and from school. Medical permits for transportation must be renewed at the beginning of each school year.
- I. Transportation is provided for eligible students riding to and from school only. Students shall not ride the bus for purposes of Cub Scout and Brownie meetings, birthday

parties, or visitations.

- J. Identification passes issued to secondary students for transportation on Duluth Transit Authority vehicles can be replaced. A cost will be charged for replacement.
- K. Vocational center students shall be provided transportation to and from their school of resident attendance.
- L. The school bus will stop at designated discharging and receiving points within a reasonable distance of students' homes to receive and discharge students.
- M. Students may request alternate bus stops, AM and PM. The stops must be within the eligible transportation boundary of their school. Stop changes, if approved, are assigned 5 days per week.

II. School Transportation along Private Roadways

The Duluth Public Schools will provide transportation for eligible students living along township, road association, and private roadways if all of the following conditions are met.

- A. The distance between the residence driveway and the main road or nearest serviced turnaround must be one-half mile or more.
- B. The roadway meets the following construction standards. The specifications are an 18 foot finished driving surface. Surface of the roadway must be at least 6" aggregate surface. All culverts across the roadway shall be 15" minimum diameter or larger.
- C. The roadway is free of permanent, seasonal, or temporary safety hazards such as: unplowed roadway or turnaround, running water across roadway, tree branches or limbs in the way, steep shoulders with no guard rails, or any other possible safety compromising situations.
- D. Adequate bus turnaround facilities are to be properly maintained. Turnaround facilities must be a minimum of 18 feet wide and 30 feet deep of finished surface without a ~~serve~~ severe grade in either direction. If a cul-de-sac is needed, it shall have a minimum 40 foot radius.

Applications for request for school bus transportation along roadways may be obtained from the ISD #709 Transportation Department. Roadways must be inspected and certified that they meet the above specifications by a licensed engineering firm. Costs of inspection and certification are to be borne by the applicant.

Final approval and acceptance will be made by the Duluth Public School Transportation Safety Committee.

The Manager of Transportation may suspend transportation services along an approved roadway due to seasonal or temporary ~~impassability~~ impassibility, lack of adequate bus turn around facilities, inadequate roadway maintenance, road construction, or the existence of a hazardous safety condition.

Legal References: Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.59 (Bus Transportation ~~is~~ a Privilege Not a Right)
Minn. Stat. § 123B.36 (Authorized Fees)
Minn. Stat. § 123B.41 (~~Educational Aids for Nonpublic School Children;~~
Definitions)
Minn. Stat. § 123B.44 (Provision of Pupil Support Services)
Minn. Stat. § 123B.84 (Policy)
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (~~Options for Enrolling in Adjoining Enrollment Options
Programs in Border~~ States)
Minn. Stat. § 124D.041 (Reciprocity with Adjoining States)
Minn. Stat. § 124D.08 (School Board's Approval to Enroll in Nonresident
District; ~~Exceptions~~)
Minn. Stat. Ch. 125A (~~Children With a Disability Special Education and Special
Programs~~)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education
and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education
Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (~~General Education Revenue~~ – Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Stat. § 190.05 (Definitions)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with ~~Disabilities
Disability~~)
20 U.S.C. § 1415 (Individuals with Disabilities Education ~~Improvement Act of
2004~~)
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)
42 U.S.C. § 2000d (Prohibition Against Exclusion from Participation in, Denial
of Benefits of, and Discrimination under Federally Assisted Programs on
Ground of Race, Color, or National Origin)
42 U.S.C. § 11431, *et seq.* (McKinney-Vento Homeless Assistance Act of 2001)
42 U.S.C. § 12132, *et seq.* (Americans With Disabilities Act)

Cross References: MSBA/MASA Model Policy 708 (Transportation of Nonpublic School Students)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)
~~MSBA Service Manual, Chapter 2, Transportation~~

Replacing: Policies 3140, 3142, 3145
First Reading: 10-18-16
Adopted: 11-15-16
Revised:

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

Current contract limits as defined by uniform municipal contracting law.

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

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

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

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

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

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

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

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

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

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

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

Cross References: 725 Requests for Proposals

Approved: 09.21.1993
Revised: 05.17.1994
06.20.1995
05.21.2002
02.23.2010
03.04.2024 (renumbered from 3075R)

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 12, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	9
3) Facilities Department Report	11
4) Technology Department Report	13
5) Transportation Department Report	15
3. <u>Recommended Resolutions</u>	
A. B-11-24-4066 - Acceptance of Donations to Duluth Public Schools	16
B. B-11-24-4067 - Authorized Bank Account Signer	18
C. B-11-24-4068 - Acceptance of Grant Awards to Duluth Public Schools	19
4. <u>Consent Agenda</u>	
A. HR Staffing Report	20
B. Finances	
1) Financial Report	22
2) Fundraisers	23
C. Bids, RFPs, and Quotes - None	
D. Contracts, Change Orders and Leases	
1) LEASE - LEAF Black & White Copiers for the Print Shop	24
2) CONTRACT - ICS Agreement for Myers-Wilkins Elementary	30
School Gym Wall Repairs	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	42
B. No Cost Contracts	91
C. Revenue Contracts	102

**Human Resources Report Summary
November 2024 Activities**

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	13	58
# Retirements	2	6
# Resignations	1	14
# Leave of Absences	10	11

HR Department Updates:

The HR team, along with Finance started Site Staffing/Budget review meetings in October and have only three sites remaining.

In October, HR leadership staff attended the Minnesota Association of School Personnel Administrators (MASPA) Fall Conference, gaining valuable insights into the latest legal updates regarding Earned Safe and Sick Time (ESST) and Minnesota Unemployment Laws. The conference also provided dedicated time to explore culturally competent leadership practices and strategize on their implementation within our district. This event served as an excellent networking opportunity, allowing our leaders to connect with fellow HR professionals from across the state.

On October 14, All HR staff members attended professional development training at Denfeld High School. The training focused on cultural competency and inclusion. Staff attended training on such topics as Cultural Definitions and Behaviors, Inclusion Mobility Museum, Ojibwe Faces and Stories, Connections Between Ableism and Equity in Special Education, Ojibwe Language, A Conversation with ISD709 Family and Community Outreach Specialist.

On November 14, members of the HR team will attend the Duluth Chamber of Commerce's Diversity, Equity, and Inclusion (DEI) workshop on November 14th. This workshop will offer guidance on how our business community can support and uplift Indigenous-led organizations and provide valuable insights into local Indigenous culture.

Benefits Updates:

The Benefits Department is currently running Open Enrollment for dental, vision, and FSA plans. Open Enrollment is from 11/4 through 11/15.

At the end of October, our District hosted 3 sessions for our retired employees who are members of the Medicare plans the District offers. These sessions covered the change of insurance carriers and changes to Medicare for 2025.

The Department hosted a Financial Planning Night in partnership with Aviben and EFS to educate our employees on the benefits of an FSA, how to use their HRA, and 403b/retirement savings information.

Starting in early December, employees who utilize their Calm subscription will be able to participate in a program called "Ground Yourself During Stressful Times". This is a 1-week program offered through the Calm app with daily curated meditations specifically about change, uncertainty, and holiday stress. Employees will be sent an announcement email as well as push notifications from Calm to participate.

The first Retirement Information Session for employees looking to retire this year will be held on November 25, 2024 from 4:00pm to 5:00pm.

Hiring Updates:

Certified:

Teachers (7)

- Elementary (1)*
- Middle School (1)*
- High School (1)*
- Special Education (3)*
- Adult Basic Education (1)*

Non-Certified:

Activities/Athletics (1)

Child Nutrition (1)

Clerical (2)

Maintenance (7)

- Floating Custodian I (3)*
- School Custodian I/II/III (1)*
- Second Shift Engineer I (1)*
- Second Shift Engineer II (2)*

Playground/Cafeteria Monitor (8)

Transportation (5)

- School Bus Driver II (3)*
- Bus Helper (1)*

Paraprofessionals (16)

- American Indian Home School Liaison (2)*
- Community Liaison (1)*
- Cultural Immersion Program Para (1)*
- Licensed Sign Language Interpreter (1)*
- Preschool Program Para (1)*
- Sign Language Facilitator (1)*
- Sp. Ed. Building Wide Para (3)*
- Sp. Ed. Program Para (3)*
- Sp. Ed. Paraprofessional Student Specific Setting III (3)*

Contract Negotiations:

We continue to meet with the District-Wide Instructional Administrators Association with the next meeting date is yet to be finalized. This is the final group to negotiate for the 2023-2025 cycle.

2024-2025	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	476.00	401.00	75.00	79.00	76.00	68.00	85.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	448.00	369.00	79.00	68.00	78.00	74.00	75.00	74.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	256.00	213.00	43.00	35.00	42.00	49.00	46.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	511.00	436.00	75.00	79.00	100.00	79.00	88.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	312.00	255.00	57.00	53.00	47.00	58.00	45.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Span Immersion 521	330.00	269.00	61.00	53.00	59.00	61.00	50.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	260.00	224.00	36.00	42.00	45.00	52.00	43.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	309.00	254.00	55.00	60.00	47.00	52.00	53.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	391.00	320.00	71.00	74.00	67.00	61.00	62.00	56.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	226.00	190.00	36.00	41.00	44.00	32.00	37.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	672.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	256.00	236.61	179.67	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1086.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	345.41	380.33	361.00	0.00	0.00	0.00	0.00	
AE Online 650	122.08	488 students							0.00	0.00	0.00	1.28	11.17	31.01	44.90	33.72
Denfeld 215	978.69	31 Open Enrolled, 31 FT Residents, 426 PT Residents, averaged enrollment 0.25 less than 2 classes							0.00	0.00	0.00	0.00	255.00	251.74	277.93	194.02
East 220	1499.62								0.00	0.00	0.00	0.00	410.11	370.96	353.87	364.68
Merritt Creek Academy 81	79.71	33.00	2.00	3.00	6.00	7.00	11.00	6.00	6.00	9.00	7.00	7.00	13.00	2.71	0.00	
ALC 611	87.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.86	25.00	49.00	
Chester Creek Academy 575	31.00	19.00	0.00	1.00	2.00	4.00	10.00	2.00	2.00	4.00	1.00	2.00	1.00	2.00	0.00	
Rock Ridge Academy 580	39.00	14.00	0.00	3.00	2.00	3.00	3.00	3.00	2.00	4.00	1.00	4.00	7.00	4.00	3.00	
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	3.00	6.00	3.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	13.00	3.00	0.00	0.00	1.00	1.00	1.00	0.00	1.00	0.00	3.00	1.00	2.00	1.00	2.00	
The Bridge 950	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.00	
Total:	8168.23	3000.00	590.00	591.00	616.00	601.00	609.00	583.00	612.41	633.94	554.95	692.28	693.82	717.41	673.42	

2024-2025
Month to Month Enrollment Changes by School

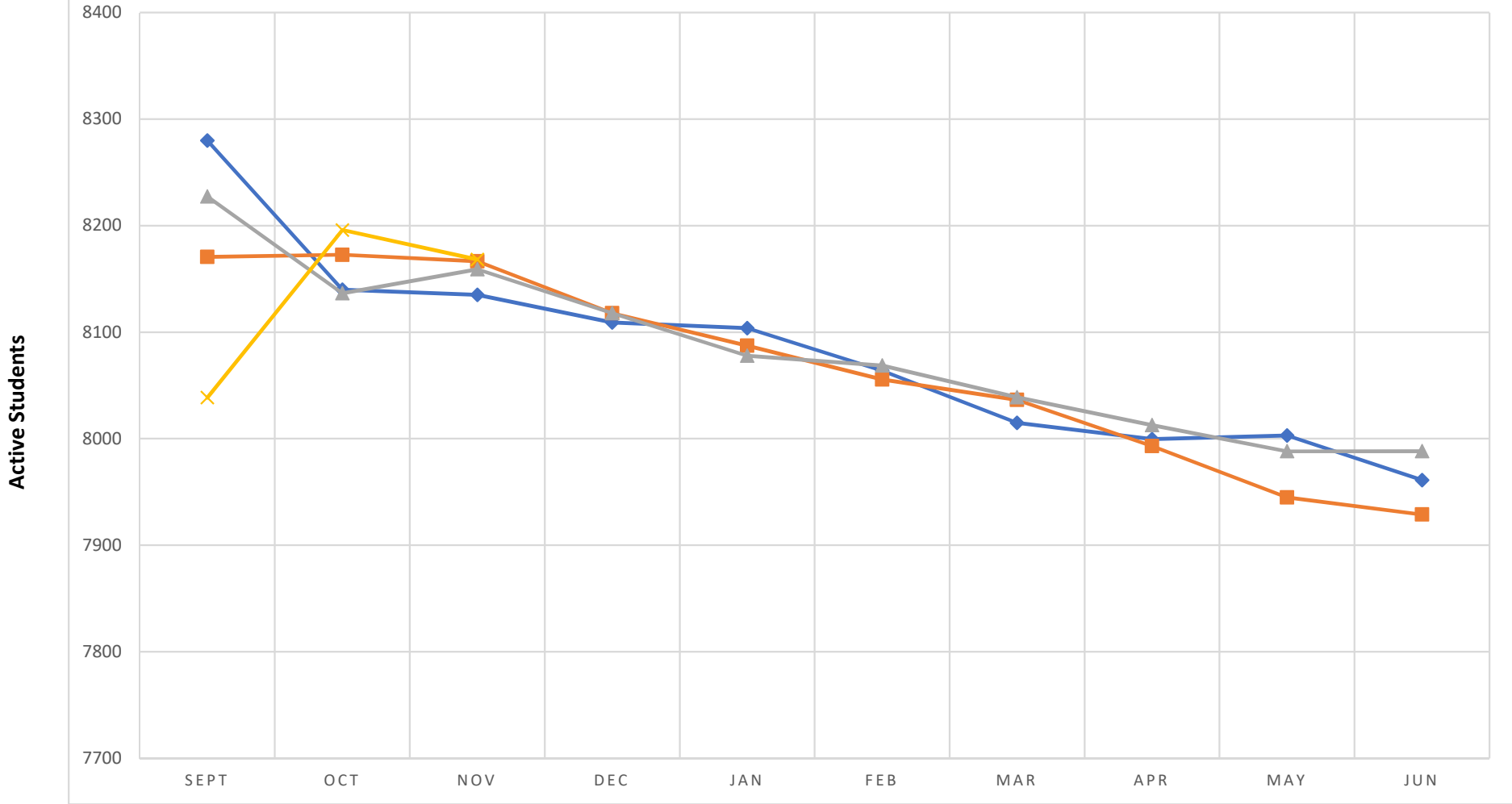
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2024-2025	23-24	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	478.00	471.00	476.00	476.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		5.00	-2.00
Homecroft 475	440.00	447.00	448.00	448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	8.00
Lakewood 500	246.00	253.00	254.00	256.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	10.00
Lester Park 510	527.00	509.00	510.00	511.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		2.00	-16.00
Lowell 520	297.50	308.00	312.00	312.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		4.00	14.50
Lowell Immersion 521	335.00	330.00	329.00	330.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		0.00	-5.00
MacArthur 525	283.00	251.00	254.00	260.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00		9.00	-23.00
Myers Wilkins 540	307.00	307.00	317.00	309.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-8.00		2.00	2.00
Piedmont 550	395.00	388.00	394.00	391.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		3.00	-4.00
Stowe 565	227.00	231.00	229.00	226.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00	-4.00	-5.00	-1.00
Lincoln Middle 225	612.35	664.00	674.00	672.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.72		8.28	59.93
Ordean East Middle 335	1095.25	1078.55	1085.41	1086.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.33	-0.39	8.19	-8.51
AE Online 650	179.76	81.37	123.51	122.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.43		40.71	-57.68
Denfeld 215	902.60	949.90	994.41	978.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-15.72		28.79	76.09
East 220	1386.45	1508.58	1505.05	1499.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.43	-22.58	-8.96	113.17
Merritt Creek Academy 81	81.85	69.00	74.71	79.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		10.71	-2.14
ALC Seat Based 611	71.55	73.86	88.58	87.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.72		14.00	16.31
Chester Creek Academy 575	32.00	27.00	31.00	31.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		4.00	-1.00
WHA RRA 580	35.18	34.00	36.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		5.00	3.82
Arrowhead Academy 605	18.00	17.00	18.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		-2.00	-3.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Hospitals 630	22.66	15.00	17.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		-2.00	-9.66
The Bridge 950	14.85	25.00	25.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	-0.72	-1.00	9.15
Total:	7988.25	8038.51	8195.92	8168.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-27.69	129.72	179.98
Change		50.26	157.41	-27.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00				
Adult Learners			541.00	588.00										47.00	

2024-2025
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2024-2025	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Di	Net		Avg
EC	114.00	258.00	269.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00		155.00	213.67
PK	0.00	59.00	73.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00	25.00	73.00	44.00
KA	140.00	143.00	142.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		2.00	141.67
KG	436.25	448.00	448.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		11.75	444.08
1	585.00	587.00	591.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		6.00	587.67
2	610.00	614.00	616.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		6.00	613.33
3	599.00	605.00	601.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		2.00	601.67
4	604.00	608.00	609.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		5.00	607.00
5	579.00	586.00	583.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		4.00	582.67
6	606.41	611.41	612.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	6.00	610.08
7	626.00	641.00	633.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.06		7.94	633.65
8	551.28	551.28	554.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.67	-3.39	3.67	552.50
9	680.99	698.28	692.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6.00		11.29	690.52
10	663.81	697.57	693.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.75		30.01	685.07
11	686.87	724.99	717.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.58		30.54	709.76
12	669.90	680.39	673.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6.97	-24.30	3.52	674.57
K 12 Total:	8038.51	8195.92	8168.23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-27.69	-27.69	129.72	8134.22
Change		157.41	-27.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

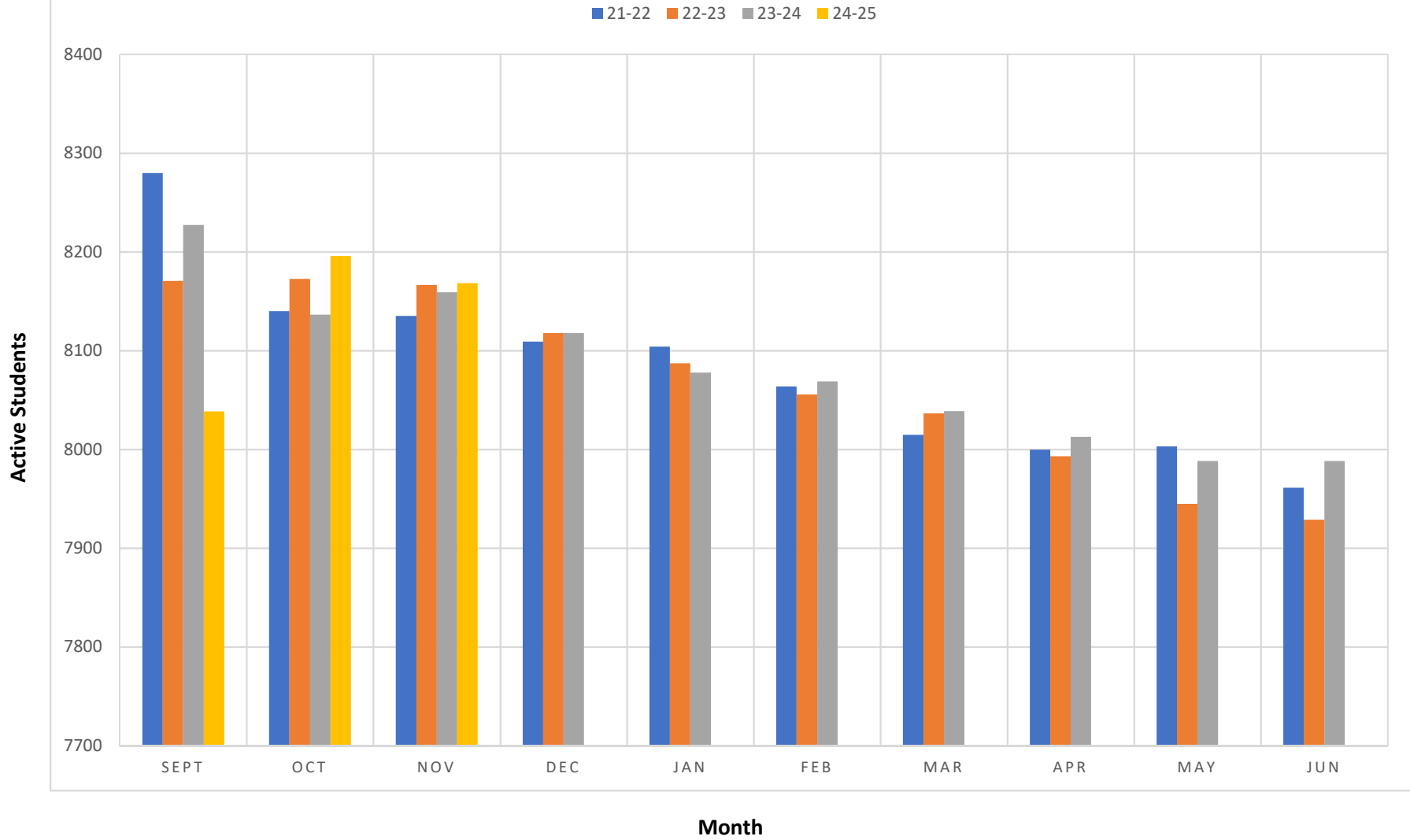
ISD 709 ACTIVE ENROLLMENT BY MONTH

21-22 22-23 23-24 24-25



Month

ISD 709 ACTIVE ENROLLMENT BY MONTH



Child Nutrition Report

October 2024

Super Snack Afterschool Program

The afterschool meal program at Denfeld was started in October and matches the afterschool DASH program. The average number of students grabbing a bite to eat is around 75 per afternoon.

Farm to School Month

In support of Farm to School Month in Minnesota we purchased and featured Honeycrisp apples, Local Lettuce and Romaine mixes, Acorn squash, local tomatoes and other fresh produce as available to us.

We also took part in the Great Lakes Apple Crunch on October 10th. Anyone that wants to can crunch into an apple at lunch time. We had a special guest this year, Johnny Appleseed! Child Nutrition Equipment Technician, Ken Witte, dressed up and spread coloring book pages and stickers at a few of the elementary schools over the meal time. Here he is with the Cafeteria crew at Piedmont. He was very well received and even was asked for his autograph.



Fresh Fruit and Vegetable Program

This grant program was again awarded to Myers Wilkins Elementary School and was started in October. The students will get exposure to a variety of Fruits and Vegetables they might not get at home, as well as a midday snack. The grant works with the Community School collaborative to be able to provide this service to students.

Meal counts for October

Monthly counts 2024 2025	Breakfast	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon		2014										2014	101
Denfeld		3568										3568	178
East High		4171										4171	209
Homecroft		2691										2691	135
Lakewood		1906										1906	95
Lester Park		2758										2758	138
Lincoln park Middle		3581										3581	179
Lowell		5091										5091	255
Laura Macarthur		3547										3547	177
Myers-Wilkins		3388										3388	169
Ordean/East Middle		2464										2464	123
Piedmont		5707										5707	285
Rockridge		435										435	22
Stowe		3165										3165	158
ALC		236										236	15
		44722	0	0	0	0	0	0	0	0	0	44722	2239

	Lunch	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon		6426										6426	321
Denfeld		10485										10485	524
East High		10680										10680	534
Homecroft		6524										6524	326
Lakewood		3580										3580	179
Lester Park		7101										7101	355
Lincoln park Middle		9659										9659	483
Lowell		9358										9358	468
Laura Macarthur		4132										4132	207
Myers-Wilkins		5222										5222	261
Ordean/East Middle		13664										13664	683
Piedmont		6871										6871	344
Rockridge		490										490	25
Stowe		3340										3340	167
ALC		471										471	29
												0	
Supper		0	1184									1184	74
Harbor City		1611										1611	101
		99614	1184	0	0	0	0	0	0	0	0	100798	5081

Head Start	Breakfast	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon		19										19	
Homecroft		38										38	
Lester Park		45										45	
Lowell		88										88	
Laura Macarthur		39										39	
Myers-Wilkins		157										157	
Piedmont		47										47	
Stowe		25										25	
		458	0	0	0	0	0	0	0	0	0	458	

Head Start	Lunch	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average
Congdon		38										38	
Homecroft		38										38	
Lester Park		26										26	
Lowell		88										88	
Laura Macarthur		38										38	
Myers-Wilkins		157										157	
Piedmont		59										59	
Stowe		25										25	
		469	0	0	0	0	0	0	0	0	0	469	

AFTERSCHOOL SNACK	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June	TOTALS	Daily Average	
Congdon	2030												
Lincoln park Middle	667												
Lowell	2153												
Laura Macarthur	322												
Myers-Wilkins	319												
Piedmont	912												
Stowe	450												
	6853	0	0	0	0	0	0	0	0	0			
Total meals/snacks	152,116	1,184	-	-	-	-	-	-	-	-	-	153,300	
Days of service	20												20
Average meals per day	7,606	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		169

2023 2024 school year	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024	2023	2024
Total meals/snacks	146,876	167,167	167,232	111,724	165,368	130,783	143,844	137,096	181,297	19,559	1,370,946			
Days of service	19	20	20	14	20	16	18	17	22	3			172	
Average meals per day	6,676	8,358	8,362	7,980	8,268	8,174	7,991	8,064	8,241	6,520				

Facilities Management & Capital Project Status Report November 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 278 work orders and are currently working on 270 open work orders.
- Insurance claim with Kemps/Sedgwick for damages to the loading dock at Lowell Elementary has been completed and closed.
- Surveying is scheduled for district property on Pioneer Road in the next couple of weeks.
- District sidewalk rehab work has begun.
- Winter prep has begun on District equipment.

Capital / Construction

- Myers Wilkins scope of work has been established and bids have been received by ICS, to begin the gym repair.
- Ricks Tree Service removed all dead trees at East High School.
- Working on Chiller replacement quotes for Myers Wilkins.
- Boiler inspections with Liberty Mutual completed.
- Waiting on Minnesota Power to inspect the power poles for possible replacement at Homecroft.

Discussion with Legal Representation

No discussions

Building Operations

Operations have filled two new positions, one a returning employee at East High School Ryan Zentgraf and one at Lincoln Park Middle School Jacob Miller. Welcome aboard Ryan and Jacob.

This week we received two letters of resignation for two Custodians. That brings the open positions to: (2) Second Shift Engineer2 positions at Denfeld High School and Ordean East Middle School. (1) Second Shift Engineer1 position open at Myers-Wilkins. (2) Custodian position open at Denfeld and Lowell.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Fire code corrections at East HS and Denfeld HS approved
 - Lincoln Park fire code inspections completed - report was sent, corrections due early Dec. All minor fixes.
 - Lester Park and Rockridge fire inspections complete - waiting on report
 - Congdon Park state fire inspection for HeadStart complete - report issued. Corrections underway

- **Regulatory Reporting**
 - Nothing needed in October

- **Systems & Technology Updates**
 - Nothing to report for October

- **Training**
 - Lexie attended MN Safety Council NE Regional Safety Day 9/24 at the DECC
 - Lexie attended MASMS conference 10/2-4














- **Chemical and Hazardous Waste Disposal**
 - Battery and paint pickup from DSC - TBD
 - Hand sanitizer pickup from Laura MacArthur TBD
 - Paint pickup from Denfeld TBD

- **Document Updates**
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
 - Progress: 5/46

Technology Department - October 2024 Report

- **Cybersecurity**




- Google Security
 - Gmail

- 1.4M Emails Messages Accepted/Delivered. 
- 154K Rejected 
- 55K Spam folders 
- 5.1.K were identified as Phishing 
- 34 were identified having suspicious attachments 
- 7.4K were identified as Spoofing 
- 0 emails were identified as Malware
- Account Information
 - 11,004 Active Accounts 
 - 4,938 Suspended Accounts 
 - 28.61TB of storage 
 - 389K Files shared externally 
 - 1.4K Suspicious login attempts 
 - 2.4K Failed user login attempts 
 - 28 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](#)
 - Open at 2:00 pm on Tuesday, November 19, 2024
 - USAC E-Rate Bid
 - Application Number: 250000573
 - [Bid-1332 Uninterruptible Power Supply \(UPS\) Systems](#)
 - Open at 2:00 pm on Tuesday, November 19, 2024
 - USAC E-Rate Bid
 - Application Number: 250000581
 - Bid-1325 Palo Alto Cybersecurity Subscription Services - New [USAC E-Rate Cybersecurity Pilot Program](#)

- **Technology Help Desk Tickets**


- 535 New Technology Support Tickets Created 
- 551 Tickets were resolved 
- 366 Tickets remain unresolved 

- **Technology Projects/Updates**

- The Bluum AV Team will be back in the district to visit ~300 classrooms in the coming weeks to verify the previous Bluum AV Team used the proper speaker wire connectors. Recently we have identified several classrooms that did not have the proper speaker wire connectors installed.
- Ark/Involta Data Center Move Completion and Kudos to the Team that made this happen
 - Just wanted to let you know that the Ark/Involta Data Center move was successfully completed! All systems are back online and accessible.

Technology Department - October 2024 Report

- This was a big effort, Anthony, equivalent of a heart transplant for us! I want to express my sincere gratitude to everyone involved:
 - **Janet Young:** 21+ hours
 - **Will Housey (CDW-G Network Engineer II Contractor):** 21+ hours
 - **Jeremy (Spectrum Technician):** 8 hours
 - **Nick Stevermer (Former Network Engineer II who left in February 2024):** 3+ hours remotely
 - **Nextera Technician:** 3 hours
 - **Nate Wisehart** (Ark/Involta Team) and the rest of the Duluth Ark Team
- Janet, Will, and I put in some long hours to get this done – working late Thursday night (7:00 am - 10:30 pm), all day Friday (6:00 am - 6:00 pm), and then again on Saturday (8:30 am - 12:30 pm)
-

- **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](#)
 - 333.448 kg is our September 2024 Carbon Footprint.  (132% comparing to August 2024)
 - 3.73819 t is our October 2023 - September 2024 Carbon Footprint.

Transportation Report November 2024 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

We have continued working on routing students. This is an ongoing effort as students' needs change. We are also working through the behavioral issues on buses with students. We have pulled a lot of video footage to share with the schools so they can address the concerns. Drivers have provided numerous misconduct reports already this year.

Staffing (comments and concerns)

- We are making due with the staff we have but still need more drivers and helpers.
- We have will be interviewing for a van driver shortly, we had good interest in the position.
- We will be posting for another full-time bus driver as well.

Bus Maintenance

- The mechanics are maintaining the buses when they are not out covering for sick drivers.

Our oldest bus is a model year 2012 and the next oldest is a 2014.

Average mileage for this month is 86522. 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	Minnesota Vikings Foundation	\$1,000.00	Football Program	Donation check for being named Vikings Coach of the Week
Denfeld	Tim Perrault	In-kind		In-kind donation of reclaimed lumber and cedar wood. Estimate value of wood is approximately \$1,500 to \$2,000.
Homecroft	Homecroft PTA	\$1,495.00	Hornet costume for Homecroft	
Laura MacArthur	Dee Independent Cleaners	In-kind	School Donation	Winter Coats & backpacks for Laura MacArthur
Laura MacArthur	Bethany Community Church	In-kind	Winter items for students	box of boughten & homemade Hats, socks, gloves for students donated by church - they give to us yearly
Lester Park	Stewart-Taylor Printing	In-kind	Schoolwide	Several boxes of paper, envelopes and binders
Lester Park	Gayle Koop	\$100.00	Mrs. Kass's 4th grade class	in lieu of donating to the school Fun Run Fundraiser
Myers-Wilkins	Phi Sigma Sigma	\$5,197.96	HOWL	Phi Sigma Sigma branch at UMD has adopted Myers-Wilkins for their philanthropy sorority. We meet with them and discuss the ways that we can use their donations. They must write their checks directly to the school so we purchase items and then turn in receipts to be reimbursed.
Piedmont	Irving Community Association	\$500.00	Youth Crossing Guard / Safety Patrol Flashing Lights	

Piedmont	Stewart-Taylor Printing	In-kind		Pickup truck load full of cases of paper and envelopes of various sizes and colors
Piedmont	Bonnie J Jacobson Insurance Company Inc.	In-kind		12 Children's Winter Coats, 2 pair of snow pants, a large bag full of winter hats and mittens
Stowe	Mike DeBlasio	In-kind		Printer company going out of business donated paper and envelopes
Stowe	Anonymous	\$2,000.00	"Please accept the enclosed donation for the benefit of your students. We wish to have this money used to help children whose needs may not be met by other means- those who slip through the cracks. Those needs might include clothing, food, class materials, and funds to allow them to go on field trips, among other things.	
Stowe	Bethany Community Church	In-kind		Hats and mittens

RESOLUTION

Authorized Bank Account Signer – November 2024

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Community Ed	Harbor Pointe Credit Union	XXXX9	Sarah Gulan	Camryn Joki

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Legacy and MacMillan Grant	Cal Harris	Laura MacArthur/ OEE	\$1,410.00	Per student transportation subsidy to the State Capitol and to Mille Lacs Indian Museum and Trading Post.
National Restaurant Association Education Foundation	Adam Wisocki	Duluth East Culinary Arts CTE	\$2,000.00	These costs cover the \$800.00 registration fee. The remaining \$1,200.00 is disbursed after attending the professional development and goes towards travel and lodging expenses.

HUMAN RESOURCES ACTION ITEMS FOR: November 26, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BISEK, HANNAH M	LTS GRADE 3/STOWE, (BA) III 4, 1.0, WOYNO S. MEDICAL LEAVE	10/25/2024
CARLAND, PAUL M	24 HR POST-GRADE 6 SCIENCE/ORDEAN EAST, (BA+45) III 3, 1.0	09/16/2024
CLARK, ERIN M	ELEMENTARY ART SPECIALIST/STOWE, (MA) III 9, 0.5, PUTZ A. TRANSFER	09/09/2024
CLARK, ERIN M	ELEMENTARY ART SPECIALIST/LAKEWOOD, (MA) III 9, 0.5, PUTZ A. TRANSFER	09/09/2024
DAVIES, ERIK B	HOULRY TEACHER/DAE, UP TO 14 HRS/38WKS, \$30.00/HR	11/04/2024
JOHNSON, CANDICE D	LTS KINDERGARTEN/LAURA MACARTHUR, (BA+30) III 8, 1.0, PECK A. LOA	09/03/2024
LIKALA, ISABEL R	LTS SPED RESOURCE/DENFELD, (BA) III 1, 1.0, BIANCHINI J. MATERNITY LEAVE	09/30/2024
MERRILL, MOLLY J	LTS GRADE 5/LAURA MACARTHUR, (BA) III 8, 1.0, METZER A. CHILD CARE LEAVE	10/31/2024
PASSERI, LYNSI A	ART SPECIALIST/LOWELL, (BA) III 1, 1.0, ROZEBOOM B. TRANSFER	10/22/2024
REYNDERS, LAUREN A	ELEMENTARY MATH INTERVENTIONIST TOSA/PIEDMONT, (BA) III 8, 1.0, LARSON A. DISPLACED	09/04/2024
SHUSTERICH, SHEILA K	LTS KINDERGARTEN/MYERS-WILKINS, (MA) IV 9, BEYER J. CHILD CARE LEAVE	11/04/2024
SIVERTSON, KRISTA L	SPED RESOURCE TEACHER/LESTER PARK, (MA) IV 9, 1.0, CHESELSKI, P LEAVE	11/04/2024
WOLFF, WENDY J	CHEMICAL HEALTH SPECIALIST TOSA/LINCOLN PARK, (MA+30) IV 9, 1.0,	10/01/2024
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
BISHOP, LINNEA L	ADULT BASIC EDUCATION/DULUTH ADULT EDUCATION	01/02/2025 05/06/2025
CHESELSKI, PENNY L	SPED RESOURCE/LESTER PARK	11/04/2024 11/04/2025
FINSTAD, CINDY C	SPED RESIDENTIAL-CHESTER CREEK	10/08/2024 10/21/2024
FLAA, JON C	ASSISTANT PRINCIPAL - EAST HS	09/09/2024 10/22/2024
FRISCHMANN, BREELYN E	DEAN OF STUDENTS/MYERS WILKINS	02/12/2025 05/07/2025
JUNES, RIELLY E	GRADE 1 TEACHER/LAURA MACARTHUR	12/13/2024 06/06/2025
NACHBAR, CATHERINE A	SOCIAL STUDIES-EAST - LEAVE IS INTERMITTENT	09/06/2024
QUINN, CHRISTINE L	SPANISH IMMERSION TEACHER/LOWELL	08/26/2024 06/06/2025
SIGAFUS, HAILEY M	WORLD LANGUAGE SPANISH/DENFELD	02/26/2025 05/27/2025
ZIEGLER, CHRISTINE M	SOCIAL WORKER/LAURA MACARTHUR	02/03/2025 06/06/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
KLENNERT, KAITLIN M	VISUAL ARTS - ORDEAN-EAST MS	10/25/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HANNULA, ELISABETH T	ENGLISH TEACHER - EAST HS	06/06/2025
KUROSOKY, CHERYL M	PHYSICAL SCIENCE/CHEMISTRY - EAST HS	11/11/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BECKER, ADAM J	SPED PROGRAM PARA/DISTRICT WIDE, 24/38WKS, \$21.47/HR, ERJAVEC J. RETIRED	09/12/2024
BELDEN, BENJAMIN T	SECOND SHIFT ENGINEER I/LOWELL, 40/52WKS, \$18.77/HR	09/20/2024
BENNER, BEVERLY A	EARLY CHILDHOOD SCREENING PARA/DISTRICT WIDE, 18/38WKS, \$21.35/HR, PETERSON T. OTHER	10/28/2024
BENSON, RONALD P	FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR	09/30/2024
BODIN-JENSON, AMY K	OSS SENIOR/ORDEAN EAST, 40/52WKS, \$21.02/HR, DOUGLAS J. TRANSFER	10/21/2024
BOE, SKYLAR M	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.34/HR	09/30/2024
BOLEN, MAIJA A	NUTRITIONAL SERVICE ASST/ORDEAN, 17.5/38WKS, \$15.68/HR, MCDONALD K. RESIGNED	09/16/2024
BROWENDER, LAUREN P	SPED BW PARA/LOWELL, 31.25/38WKS, \$18.85/HR, SWANSON H. RESIGNED	09/10/2024
CARLSON, PAMELA J	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 15/38WKS, \$15.68/HR, OLSON C. RESIGNED	11/11/2024
CHRISTIAN, GENNA L	HRLY MONITOR/LOWELL	09/16/2024
CORKERY, SEAMUS J	SUPERVISORY PARA/EAST, 32.5/38WKS, \$18.92/HR, MENDOZA C. RESIGNED	09/18/2024
DANDREA, LINDSEY M	HOURLY DISHWASHER/MYERS-WILKINS, 10/38WKS, \$14.00/HR	09/11/2024
DAVIS, JACK M	SECOND SHIFT ENGINEER I/STOWE, 40/52 WKS, \$18.77/HR	09/18/2024
DOLS, HAROLD D	DIGITAL INNOVATION SPECIALIST/TECHNOLOGY, 40/52 WKS, \$1,182/WK, VANG P. TRANSFER	10/07/2024
DOUGHERTY, HEATHER D	SPED STUDENT SPECIFIC PARA/DENFELD, 32.5/38WKS, \$20.05/HR	10/04/2024
FOSTER, ALEXIS P	SPED BUILDING WIDE PARA/DEFNELD, 33.75/38WKS, \$19.88/HR	10/21/2024
FROST, OLIVIA G	SUPERVISORY PARA/COMMUNITY ED, 40/38WKS, \$19.09/HR	10/30/2024
GARNER, LAMOREA L	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$20.28/HR, SPECT D. TRANSFER	11/07/2024
GIEGLING, SCOTT A	SECOND SHIFT ENGINEER I/LAURA MACARTHUR, 40/52WKS, \$19.54/HR	09/16/2024
GRYMALA, DIANE L	SPED STUDENT SPECIFIC PARA/MERRITT CREEK, 31.25/38WKS, \$22.94/HR	11/14/2024
GULAN, SARAH J	Office Support Specialist Senior/Community Ed 40/52wks, \$21.07/hr C.Joki	
HEIL, ANDREA S	SAFE ROUTES TO SCHOOL COORD/DISTRICT WIDE, 46WKS, \$1,126/WK	09/09/2024
HOBERG, MARGARET J	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	09/20/2024
HOLLINDAY, LINDA C	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 17.5/38WKS, \$15.68/HR, LAUGER R. RESIGNED	09/16/2024
HOLTEN, LISA A	HEALTH ASST LPN/DISTRICT WIDE, 31.25/38WKS, \$24.18/HR, SCHOMBERG C. TRANSFER	09/16/2024
KARLSON, TERESA A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$21.07/HR, SPECT D. TRANSFER	10/14/2024
KINGFISHER, BRIAN J	CULTURAL IMMERSION PROGRAM PARA/LOWELL, 40/38WKS, \$21.94/HR, GOODSKY T. RESIGNED	10/07/2024
KINNEAR, MITCHELL L	SECOND SHIFT ENGINEER II/EAST. 40/52WKS, \$21.63/HR	10/01/2024
KIZER BOLTS, MARY G	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	10/15/2024
KOLODGE, AMY A	HOURLY MONITOR/STOWE, 23/38WKS, \$15.00/HR	09/04/2024
KOSKELA, ERIN M	OSS INTERMEDIATE/MERRITT CREEK, 40/42WKS, \$19.46/HR, MARCESKI T. RESIGNED	10/28/2024
LABERGE, JASMINE Y	SPED PROGRAM PARA/LOWELL, 31.5/38WKS, \$21.62/HR, SALISBURY H. RESIGNED	10/28/2024
LADEWIG, RYLEY S	SPED PROGRAM PARA/STOWE, 31.25/38WKS, \$20.05/HR	10/09/2024
LEWIS, BARBARA J	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	09/12/2024
LOVSHIN, HANNAH M	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.34/HR,	10/25/2024
LUOTO, KIMBERLY S	SECOND SHIFT ENGINEER I/LESTER PARK, 40/52WKS, \$19.15/HR	09/30/2024
MACIEWSKI, JENNIFER M	HOURLY MONITOR/LESTER PARK, 23/38WKS, \$15.00/HR	10/11/2024
MCCARSON, KATHLEEN M	SPED BUILDING WIDE PARA/ORDEAN, 33.75/38WKS, \$20.28/HR,	11/04/2024
MCGINN, NICOLE A	HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR	09/18/2024
MCRAE, DALE L	SECOND SHIFT ENGINEER I/LAKEWOOD, 40/52WKS, \$18.77/HR	09/17/2024
MILLER, CHRISTINE L	HOURLY MONITOR/LAURA MACARTHUR, 23/38WKS, \$15.00/HR	09/18/2024
MILLER, DEBRA J	HOURLY MONITOR/LESTER PARK, 23/38WKS, \$15.00/HR	09/18/2024

MILLER, JACOB L	CUSTODIAN I/LINCOLN PARK, 40/52WKS, \$17.52/HR	10/15/2024
NELSON, JACK D	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$17.17/HR	10/11/2024
PAYNE, NATHAN F	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$21.94/HR,	10/21/2024
PERKINS, REBECKAJO L	SPED STUDENT SPECIFIC PARA/STOWE, 31.25/38WKS, \$20.92/HR	01/06/2025
PETERSON, MATHEW C	TECH TUTOR PARA/DENFELD, 35/38WKS, \$21.62/HR, LAVALIER L. RESIGNED	09/05/2024
PHILLIPS, BRANDON J	HOURLY DISHWASHER/MYERS-WILKINS/12.5/38WKS, \$14.00/HR	09/11/2024
PODGORNIK, CHERYL R	SPED STUDENT SPECIFIC PARA/STOWE, 31.25/38WKS, \$20.05/HR,	11/01/2024
ROBINSON, MAGGIE C	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$21.07/HR, HETRICK E. TRANSFER	10/31/2024
SALMONSON, HOLLY B	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	10/30/2024
SEMEANOVA, IULIA	HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR	09/23/2024
SEVERANCE, JULIA C	SUPERVISORY PARA/DENFELD, 20/38WKS, \$17.83/HR, ERICKSON B. RESIGNED	10/07/2024
TROMBLEY, MARISSA L	SUPERVISORY PARA/EAST, 33.75/38WKS, \$18.92/HR, DRAGSTEN M. TRANSFER	11/01/2024
TRUDEAU, ROBERT C	HOURLY DISHWASHER/LESTER PARK, 12.5/38WKS, \$14.00/HR	09/10/2024
TRUMAN-BASTIE, BENJAMIN J	HOURLY DISHWASHER/HOMECROFT, 12/38WKS, \$14.00/HR	10/01/2024
WILCZEK, CHRISTOPHER D	TECHNICAL TUTOR PARA/EAST, 35/38WKS, \$22.14/HR	11/11/2024
ZURN, JAYD A	HOURLY MONITOR/LOWELL, 23/38WKS, \$15.00/HR	10/24/2024

<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>	
GANZ, VANESSA M	SPED PROGRAM PARA SETTING III/IV/LAURA MACARTHUR	01/22/2025	04/16/2025
GARBOW, JENNIFER S	COORDINATOR OF INDIAN ED/DISTRICT WIDE	09/18/2024	10/18/2024
HUGHES, SCOTT J	SPED PROG PARA-EAST HS	10/23/2024	12/18/2024
JACKSON, EMILY M	CHILD NUTRITION ASST - LESTER PARK ES	09/20/2024	09/27/2024
KALWITE, MICHELLE R.U.	CHILD NUTRITION - LINCOLN PARK	09/17/2024	10/17/2024
LANDRY, WENDY M	OSSS- LINCOLN PARK MS	07/05/2024	
ROSETH, RICHARD J	SUPERVISORY PARA-DENFELD- END DATE TBD	09/16/2024	
RUPP, JEREMY J	DISTRIC COMMUNITY ED COORDINATOR/DISTRICT WIDE	09/12/2024	03/01/2025
SETTERGREN, GERALDINE J	HEALTH ASST LPN PARA-EAST	09/24/2024	
SETTERGREN, JAMES J	SCHOOL BUS DRIVER II - INTERMITTENT	07/28/2024	10/25/2024

<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
BAILEY-TURNER, JOSEPH W	CHILD NUTRITION SERVICE ASST - DENFELD HS	09/06/2024	
BODIN-JENSON, AMY K	OSS SENIOR - ORDEAN-EAST MS	10/25/2024	
BOWLES, QUIENTIN D	SPED BW PARA - MYERS-WILKINS ES	09/27/2024	
DIMARCO, NICOLA A	SUPERVISORY PARA-DENFELD HS	10/11/2024	
DUVALL, JACQUELINE E	SPED BW PARA - EAST HS	09/20/2024	
EDWARDS, SAGE R	SCHOOL CUSTODIAN 1 - LOWELL ES	11/08/2024	
GARBOW, JENNIFER S	COORDINATOR INDIAN EDUCATION - DW	11/15/2024	
OLSON, CRYSTAL F	CHLD NUTRITION SERVICE ASST - LAURA MAC ES	09/06/2024	
PETERSON, TAMMI L	DULUTH PRE K PARA - MYERS-WILKINS ES	10/18/2024	
REINKING, AMBER L	CHILD NUTRITION ASSISTANT-EAST HS	10/18/2024	
ROBARGE, JESSICA L	AMERICAN INDIAN HOMESCHOOL LIAISON - DW	09/13/2024	
SANGSTER, SANDRA M	PRE K PARA - LOWELL ES -REVISED DATE FROM 11/18/24	10/07/2024	
TUCKER, MACKENZIE K	SUPERVISORY PARA OTHER - LINCOLN PARK MS	08/29/2024	
WALSBURG, AMANDA L	SPED PROG PARA SETTING III/IV - PIEDMONT ES	11/26/2024	

<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>	
ERJAVEC, JANE L	REVISED DATE SPED PROG PARA SETTING III/IV - DW	10/02/2024	
FRIDSMA, JAMES C	UTILITY PERSON II - FACILITIES	01/31/2025	
KIRK, LARAE M	CHILD NUTRITION SERVICE ASST - LINCOLN PARK MS	10/16/24	
LANCOUR, JOAN M	EXEC ASST DIRECTORS TEACH LEARN & EQUITY - DW	12/02/2024	
METCALF, KAREN L	CHILD NUTRITION ASSISTANT - LAURA MAC ES	10/01/2024	
SMITH, BART D	TECHNOLOGY MANAGER - DSC	01/03/2025	

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report November 12, 2024 Committee Meeting

BUDGET SUMMARY

11/4/2024

Percent spent

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	July - June	July - June		
General	01	\$ 121,707,253.72	\$ 121,707,253.72	\$ 27,481,634.24	\$ 6,381.02	\$ 94,232,000.50	23%			
Food Service	02	\$ 6,000,000.00	\$ 6,000,000.00	\$ 651,431.85	\$ (104.65)	\$ 5,348,672.80	11%			
Transportation	03	\$ 6,332,190.85	\$ 6,332,190.85	\$ 1,036,328.26	\$ -	\$ 5,295,862.59	16%			
Community Ed	04	\$ 8,580,500.00	\$ 8,578,848.02	\$ 908,230.20	\$ -	\$ 7,670,617.82	11%			
Operating Capital	05	\$ 2,772,175.43	\$ 2,772,175.43	\$ 329,707.18	\$ -	\$ 2,442,468.25	12%			
Building Construction	06	\$ -	\$ -	\$ -	\$ -	\$ -	-			
Debt Service Fund	07	\$ 28,067,285.00	\$ 28,067,285.00	\$ 1,613,390.43	\$ -	\$ 26,453,894.57	6%			
Trust Fund	08	\$ 276,100.00	\$ 276,100.00	\$ -	\$ -	\$ 276,100.00	0%			
Dental Insurance Fund	20	\$ 950,000.00	\$ 950,000.00	\$ 359,450.57	\$ -	\$ 590,549.43	38%			
Student Activity	79	\$ 276,264.00	\$ 276,264.00	\$ 122,302.67	\$ -	\$ 153,961.33	44%			
REVENUES	TOTALS:	\$ 174,961,769.00	\$ 174,960,117.02	\$ 32,502,475.40	\$ 6,276.37	\$ 142,464,127.29	19%			

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	July - June	July - June		
General	01	\$ 122,251,138.00	\$ 122,149,487.64	\$ 31,270,396.55	\$ 4,571,007.23	\$ 86,308,083.86	29%			
Food Service	02	\$ 6,055,998.00	\$ 6,055,998.00	\$ 1,112,950.60	\$ 2,386,488.69	\$ 2,556,558.71	58%			
Transportation	03	\$ 6,783,799.00	\$ 6,783,799.00	\$ 1,971,503.48	\$ 407,902.30	\$ 4,404,393.22	35%			
Community Ed	04	\$ 7,826,159.00	\$ 7,848,507.02	\$ 1,754,815.79	\$ 69,954.17	\$ 6,023,737.06	23%			
Operating Capital	05	\$ 6,720,958.43	\$ 6,908,621.43	\$ 3,155,742.58	\$ 1,228,847.38	\$ 2,524,031.47	63%			
Building Construction	06	\$ 993,431.57	\$ 993,431.57	\$ 473,361.21	\$ 32,912.84	\$ 487,157.52	51%			
Debt Service Fund	07	\$ 27,393,530.00	\$ 27,393,530.00	\$ 1,810,568.10	\$ -	\$ 25,582,961.90	7%			
Trust Fund	08	\$ 263,733.00	\$ 263,733.00	\$ -	\$ -	\$ 263,733.00	0%			
Dental Insurance Fund	20	\$ 929,564.00	\$ 929,564.00	\$ 478,331.63	\$ -	\$ 451,232.37	51%			
Student Activity	79	\$ 379,993.00	\$ 379,993.00	\$ 118,382.52	\$ 15,593.19	\$ 246,017.29	35%			
EXPENSES	TOTALS	\$ 179,598,304.00	\$ 179,706,664.66	\$ 42,146,052.46	\$ 8,712,705.80	\$ 128,847,906.40	28%			

Extra Curricular Fund 01 Prog 298
 Revenue \$ 131,623.12
 Expense \$ 161,871.17

**Fundraisers Reported
October 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	PBIS	\$2,500.00	Give MN for \$2,500.00 to fund our PBIS Hunter of the Month Lunches
Denfeld	PBIS	\$10,000.00	Dinner Event and Silent Auction
East	Greyhound Kitchen & The Hunter and The Hound Catering Co-Op	\$2,000.00	We will be doing a Thanksgiving Pie sale to fund our CTSO's
Lester Park	5th Grade Wolf Ridge Trip	\$550.00	Food at PTA Halloween Dance
Lester Park	Schoolwide	\$1,500.00	Annual Giving Tree
Lester Park	5 th Grade	\$750.00	Sponsoring their field trip to wolf ridge by purchasing a letter
Lincoln Park	Schoolwide	\$7,500.00	Donation drive to raise funds and collect items (food, clothing, supplies, gift cards) for LPMS Community School students and families (school pantry, clothing closet, household/hygiene items, school supplies, grocery/gas gift cards, holiday/winter break resources for students/families, unique family needs, etc. A wish list of specific high-priority items/needs will be developed and shared with those who would like to contribute



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

10/1/24 - due 10/1/28

LESSEE LEGAL NAME: ISD709 Duluth Publics School
Billing Address: 709 Portia Johnson Drive, Duluth, MN 55811
Equipment Location (if other than Billing Address): 709 Portia Johnson Drive, Duluth, MN 55811
Telephone No: 2183368738

Table with columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Includes details for Konica Minolta Accurio Press 7120 and lease terms.

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").

our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: ISD709 Duluth Publics School
X [Signature] Lessee Authorized Signature
Print Name: Simone Zurch
E-Mail Address: simonezurch@isd709.org
Title: Exec Dir Bs Sennin
Date: 10/1/24
Tax ID Number: 41-6003776

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____

Accepted by: LEAF Capital Funding, LLC By: _____ Title: _____ Date: _____



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: **956325**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 709 Portia Johnson Drive, Duluth, MN 55811

4 Konica Minolta Accurio Press 7120

New

LESSEE: ISD709 Duluth Publics School

LEAF CAPITAL FUNDING, LLC

BY: *Simone Zurich*
 PRINT NAME: *Simone Zurich*
 TITLE: *Exec Dir Business Services*
 DATE: *10.8.24*

BY: _____
 PRINT NAME: _____
 TITLE: _____
 DATE: _____



DELIVERY AND ACCEPTANCE CERTIFICATE

Date of Equipment Delivery: _____

Application No.: 956325

ISD709 Duluth Publics School ("Customer") hereby certifies that all of the equipment, software and other property (collectively, "Equipment") referred to in that certain Agreement related to the above referenced application number (the "Agreement") by and between Customer and LEAF Capital Funding, LLC ("LEAF") has been delivered to and been received by Customer at the location(s) set forth in the Agreement, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Customer and is in good operating order and condition and is in all respects satisfactory to Customer, and that the Equipment is accepted by the Customer for all purposes under the Agreement. Customer represents and warrants that the Date of Equipment Delivery set forth above and the Billing Address and the Equipment Location set forth in the Agreement are correct. By its execution and delivery of this Acceptance Certificate, Customer hereby reaffirms all of the representations, warranties and covenants contained in the Agreement as of the date hereof, and further represents and warrants to LEAF that no Event of Default, and no event or condition which with notice or the passage of time or both would constitute an Event of Default, has occurred and is continuing as of the date hereof. Customer further certifies to LEAF that Customer has selected the Equipment (and to the extent applicable, the vendor of the Equipment) and has received and approved the purchase order, purchase agreement or supply contract under which the Equipment will be acquired for all purposes of the Agreement.

ACCORDINGLY, CUSTOMER AUTHORIZES LEAF TO PURCHASE THE EQUIPMENT FROM THE APPLICABLE SUPPLIER(S).

DO NOT SIGN THIS DELIVERY AND ACCEPTANCE CERTIFICATE UNTIL YOU HAVE RECEIVED ALL OF THE EQUIPMENT.

CUSTOMER: ISD709 Duluth Publics School

By: *Simone Zurich*

Print Name: *Simone Zurich*

Title: *Exec. Dir. Business Services*

E-Mail Address: *simone.zurich@isd709.org*

Date: *10.8.24*

THE ABOVE SIGNATORY AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, MEMBER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



LEAF AUTOPAY PROGRAM
(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

Customer Name: ISD709 Duluth Publics School

Application Number: 956325

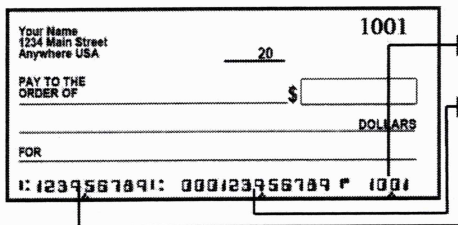
In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize(s), LEAF Capital Funding, LLC AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank").

Recurring Authorization: Initial to the left to authorize a RECURRING ACH authorization.

One-time Payment: Initial to the left to authorize a ONE-TIME debit of the below account of \$95.00 plus taxes.

BANK NAME: ABA/ROUTING NUMBER:
BRANCH: ACCOUNT NAME:
CITY:
STATE: ZIP: ACCOUNT NUMBER:

(ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number.
Account Number is the middle group of 12 numbers on the bottom of your check.
Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Signature: X
Print Name:
Title:
Date:
Phone Number:
E-mail Address:
Customer Billing Contact Information (if different from information on left):
Name:
Title:
Phone Number:
E-mail Address:

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



State and Local Government Addendum

Reference: Application No. 956325

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **ISD709 Duluth Publics School** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. **Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. **Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. **Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. **Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

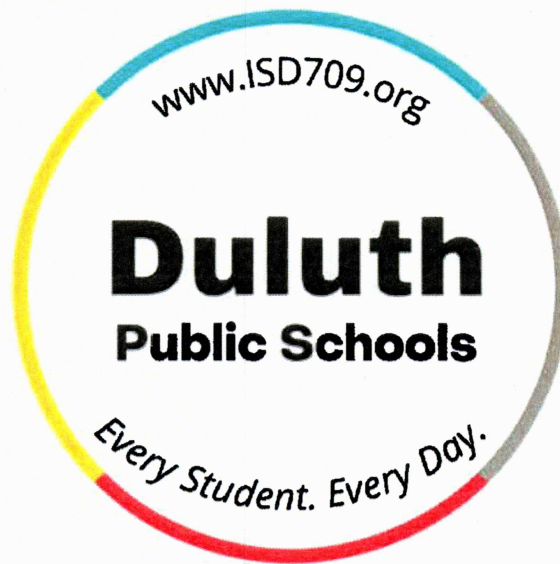
8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

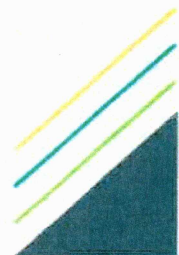
CUSTOMER: ISD709 Duluth Publics School	LEAF CAPITAL FUNDING, LLC
By: <u>Simone Zunic</u>	By: _____
Print Name: <u>Simone Zunic</u>	Print Name: _____
Title: <u>Exec. Dir. Business Services</u>	Title: _____
Date: <u>10.8.24</u>	Date: _____



Professional Service Agreement for:
Project Representation and Management
Services



October 1, 2024





October 1, 2024

Bryan Brown
Manager of Facilities
ISD 708
709 Portia Johnson Drive
Duluth, MN 55811

Re: Owner Representative and Project Management Service

Dear Mr. Brown:

At your request, ICS Consulting, LLC. is pleased to provide you with this professional service agreement to provide services on behalf of the District for the Myers Wilkins Elementary Wall Repair due to the damage that occurred on Friday, September 13th.

ICS proposes the following Scope of Services

- Provide temporary shoring and protection of damaged area.
- Provide all professional services necessary to design facility solutions to properly repair damaged area, including architectural and structural and electrical engineering.
- Provide all construction related services and oversight to implement the repairs as determined and designed by the Design Professionals.
- Coordination of Architects, Engineers and Contractors to complete the full repair.

We would be happy to discuss this proposal with you for any clarity and understanding when you see appropriate. Thank you for your consideration and we look forward to facilitating the work in conjunction with Duluth Schools and your insurer.

Sincerely,

Andy Faulkner
President, ICS





PROJECT OVERVIEW

Myers Wilkins Elementary was damaged by a vehicle on September 13, 2024. ICS was contacted to help facilitate the repair work by engaging the necessary design professionals along with interacting with the School District's insurance representative to ensure the work required to repair is in agreement with the Insurance Companies professionals.

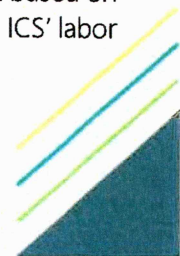
Project Scope of work expected to include:

- Architectural and Engineering services required for the design of the repair.
- Construction contractors to facilitate temporary protection and shoring.
- Construction contractors to repair the building to the design and specifications provided by the Architectural and Engineering professionals.
- Communication and coordination with district staff during the repair of the building to limit disruption.
- Expected scope currently identified as:
 - Replacement of 30'-0" of damaged masonry and brick cavity wall from foundation to top of parapet wall including flashing.
 - Patching Built-Up Roofing along damage wall tying back to new wall construction including all new flashings at parapet.
 - Remove and reinstall 2-Kalwall windows.
 - Remove and reinstall 1-Basketball hoop and structure.
 - Remove and reinstall acoustic wall panels to accommodate new wall construction.
 - Paint new masonry wall and all existing masonry wall to match existing.
 - Repair, Sand, Refinish and re-stripe existing wood gymnasium floor.

BASIS OF COMPENSATION

Our total compensation for project related professional services described above during design, pre-construction, construction, and post construction are proposed as a time and material format. This format will be consistent with all professional services and contractor services.

ICS will submit monthly invoices to Duluth Public Schools in a Time and Material format based on the actual subconsultant and subcontractor invoices plus 10% overhead and 10% profit. ICS' labor will be billed on an hourly basis per the rate schedule in Appendix B.





Billings

The amount billed for ICS's services on a monthly basis will be based on the Basis of Compensation above and will include all subconsultant and subcontractor invoices received and included in that months billing.



Appendix A

General Conditions

General Conditions

The word "Consultant" refers to ICS Consulting, LLC, the company with which the Owner is contracting. "Owner" is our client. The Agreement with you, the client, is comprised of this Agreement.

1. Scope of Work and Duration of Services

The commencement date for basic services shall be the date of approval of this agreement.

Consultant's obligation to perform the Services shall terminate upon completion of the 1-year statutory warranty period for the project or upon completion of all specified services described in Fee Letter unless mutually agreed upon to extend the services by both parties.

2. General Provisions

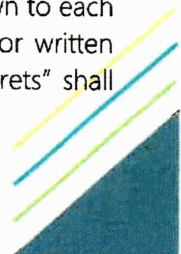
In addition to the Agreement, Consultant and Owner agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Owner will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Owner agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or proprietary information" and "trade secrets" shall



mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other. Neither Owner nor Consultant shall use the specification or other materials produced under this Agreement for any purpose beyond the scope of this project, without prior written agreement of the other.

C. Quality

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality.

2. Payment for Services

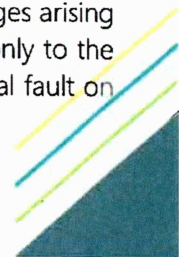
- A. Invoices will be submitted monthly for services performed during the previous month.
- B. Payments will be considered due and payable 30 days from the date of the associated invoice. If payments are not received upon becoming due and payable, interest may be assessed on the outstanding balance at a rate of the US Bank Reference Rate plus 5%, with interest accruing beginning 30 days from the original date of the invoice.

3. Indemnity & Insurance

A. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless Owner, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Consultant's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on the part of the consultant, regardless of whether such claim, loss, cost, or damage is caused in part by the Owner.

Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its agents, and employees, from all claims, losses, costs, and damages arising in any way out of Owner's performance of work under this agreement, but only to the extent caused in whole or in part by negligent acts or omissions or intentional fault on



the part of the Owner, regardless of whether such claim, loss, cost, or damage is caused in part by the Consultant.

B. Insurance

Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:

COVERAGES	LIMITS OF LIABILITY
Workers' Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury Liability Insurance, including Contractual	\$1,000,000
Comprehensive General Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Claim \$2,000,000 Aggregate
Comprehensive Automobile Injury Liability Insurance	\$500,000 Per Claim \$500,000 Aggregate
Comprehensive Automobile Property Damage Liability Insurance	\$500,000
Professional Liability Insurance	\$5,000,000 Per Claim \$5,000,000 Aggregate

4. Limitations on Liability

- A. The obligations of the Owner under this Agreement do not constitute personal obligations of Owner or its directors, officers, or agents. Consultant will look solely to Owner's assets for satisfaction of any liability in respect of this Agreement and will not seek recourse against the directors, officers or agents of Owner or any of their personal assets for such satisfaction, unless there is a written agreement which makes an individual personally liable, executed by that individual. The provisions of this Paragraph 4 are not intended to relieve Owner from the performance of its obligations under this Agreement, but only to limit personal liability in the case of recovery of judgment. They do not limit Consultant's rights to obtain injunctive relief and specific performance or to maintain any other action not involving the personal liability of Owner or its directors, officers, or agents.
- B. In any event, the financial liability of the Consultant for any alleged breach of this Contract, or for any tort committed in performance of this contract, shall not exceed 25% of the





total contract amount due to Consultant as payment to it for services performed under this Contract.

C. ICS shall not be responsible for the acts or omissions of any consultant, contractor or any subcontractor, supplier or other individuals or entities performing design and/or furnishing any portions of the work. ICS shall not be responsible for the failure of any Contractor to perform or furnish the work in accordance with the Contract Documents.

5. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Owner.

6. Authorities for Action

Owner designates a responsible employee for administration and coordination of the work. Consultant designates a responsible employee to act on its behalf in any matter under this Agreement. Either party may designate in writing one or more persons to act on its behalf in any manner under this Agreement, provided notice is given according to the provisions set forth in Paragraph 8 below.

7. Independent Contractor

It is specifically understood and agreed that at all times pertinent to this Agreement, Consultant shall be an independent Contractor and shall not be considered an employee of the Owner.

8. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Owner or Consultant or upon receipt by the other party, when mailed by registered or certified mail, postage prepaid, return receipt requested.

Either party shall have the right to designate by notice, in the manner set forth above, a different address to which notices are to be mailed.

9. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota.

10. Extent of Agreement





This Agreement represents the entire Agreement between Owner and Consultant, and supersedes all prior obligations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument, dated, and executed by both Owner and Consultant.

11. Termination

This Agreement may be terminated for proper cause by either party upon thirty (30) days written notice to the other party. Upon termination, Consultant will deliver to Owner or its designee all records, documents or materials in its possession or control of Consultant which relate to the Project and for which payment has been received. If Services have been prepared for, or performed, for which payment has not been received as of the date of termination, Owner shall be entitled to purchase the products of those Services, such as records, materials, and documents, for the consideration due therefore under this Agreement. If Owner does not purchase the products of these Services, Owner remains liable to Consultant for any incurred but unpaid charges for Services performed.

12. Hazardous Materials

It is acknowledged by both parties that ICS Consulting, Inc.'s scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.



Appendix B

Rate Schedule

<u>Description</u>	<u>Rate per hour</u>
Construction Executive	\$180.00
Project Director	\$150.00
Safety Director	\$135.00
Senior Project Manager	\$140.00
Project Manager	\$130.00
General Superintendent	\$140.00
Site Superintendent	\$125.00
Project Engineer	\$95.00
Clerical / Accounting	\$70.00





Appendix C

Signature Page





Duluth Public Schools
Professional Service Agreement
September 30, 2024

Proposal Terms

Terms are continual with termination executed as noted in General Conditions.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

Authorization to Proceed

We appreciate the opportunity to present this proposal for Professional Services. Please sign and return this document to our office. Upon receipt of a signed copy, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Please proceed according to the above stated terms, attached general conditions and the proposal.

For ISD 709, Duluth Public Schools:

For ICS Consulting, LLC.

10/07/2024
Date

10/7/24
Date

Theresa Severance
Printed Name

Andy Faulkner
Printed Name

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Girmona Zurich
Girmona Zurich
10/8/24



**Expenditure Contracts Signed
October 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
Arrowhead Radio & Security	\$23,500.00*	Facilities Management (DR)	100 Kenwood Analog Radio Package
CDW-Government, LLC	\$24,000.00*	Technology (DU)	Network Engineer II
KQDS FOX 21-TV	\$5,500.00*	Human Resources (DU)	Employment Ads through 1/1/25
Johanna Cummins	\$5,000.00*	TLE (DR)	Professional development for staff members
WeVideo	\$3,253.97	TLE (DU)	WeVideo for Schools annual subscription service
DawnSignPress	\$3,060.00*	TLE (DU)	DawnSignPress creates, develops, and publishes quality American Sign Language (ASL) and Deaf culture-related videos and books.
FuelEducation	\$32,367.00*	TLE (DU)	Additional Learning Hub Course Seat License for ALC/AEO students
Dylan Jennings	\$6,000.00*	Am. Indian Edu. (DR)	Provide culturally specific manoominike activities, drumming and singing services, traditional games, activities and cultural knowledge
Sarah Stock	\$8,500.00*	Head Start (DU)	Nutrition & Dietician services for Duluth Head Start and Preschool

Lutheran Social Services	\$294.78/day for 2024-2025 school year	Special Services (DU)	Provide services to student to meet IEP requirements
Alexandor Sandor	\$250.00*	Ordean-East MS (DU)	Choir concert rehearsals
Tina Weber	\$1,500.00*	Denfeld HS (DU)	Denfeld choir rehearsals
Amber Burns	\$2,000.00*	East HS (DU)	East musical choreographer
Patrick Mulcahy	\$2,000.00*	East HS (DU)	East musical lighting designer/operator/repairs



4330 West 1st Street, Suite B
Duluth, MN 55807
(218) 729-8603 OFFICE
(218) 729-6131 FAX
(218) 830-8162 MOBILE

October 8, 2024

ISD709
Lexie Neff
713 Portia Johnson Dr
Duluth, MN 55811
Re: NX-1200 Radios

Arrowhead Radio & Security is pleased to provide a quote for **One Hundred (100) Kenwood NX-1200 Radios** for Independent School District 709.

(100) Kenwood NX-1200AVK VHF Analog Radio Package @ \$235 each \$23,500

TOTAL COST: \$23,500

CLARIFICATIONS AND EXCLUSIONS:

- This proposal includes a standard 1-year warranty.
- Merchant fees will be added to the invoice if payment is made via credit card.
- No programming is included with this pricing.
- No sales tax is included with this pricing.

Please, contact me with any questions you may have at (218) 830-8162

Sincerely,

ARS/HUNT ELECTRIC CORPORATION

A handwritten signature in black ink, appearing to read 'Tim Rogentine'.

Tim Rogentine
Assistant Project Manager

A handwritten signature in black ink, appearing to read 'Simone Zunic'.

Budget Code: 05 E 015 805 302 555 000



CHANGE ORDER

Project Name:	DV_TS INDEPENDENT SCHOOL DISTRICT 709-2024.08-Staff Aug-Net Admin II	Contact Person: Dave Donarski +1 (847) 4656000 davedon@cdwg.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government, LLC	
Effective Date:	October 11, 2024	Digital Velocity BDM: Jenna Camphouse-Ferrante
Change ID:	140743 - 01	

This change order (“**Change Order**” or “**CO**”) is made and entered into effect on October 11, 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 Statement of Work between the parties, made effective August 28, 2024, for DV_TS INDEPENDENT SCHOOL DISTRICT 709-2024.08-Staff Aug-Net Admin II (“**Statement of Work**” or “**SOW**”).

In the event of a conflict between the terms of the Statement of Work and the terms of this Change Order, the terms of this Change Order shall prevail. Except as expressly modified by this Change Order, all terms of the Statement of Work shall remain in full force and effect.

CHANGE DESCRIPTION

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

1. This Change Order adds 160 Billable Units to the SOW, as shown in Table 1.

TABLE 1 – SERVICES FEES

Unit Type	Unit Rate	Billable Units	Subtotal
Network Engineer II – Per Hour	\$150.00	160	\$24,000.00
Estimated Totals			\$24,000.00

2. Notwithstanding anything to the contrary in the SOW, at the conclusion of the additional 160 hours (480 total under the SOW), Customer may hire the Network Engineer at no additional costs provided to Seller.

Budget Code: 01 E 012 108 000 305 000

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

**Duluth Independent School District No. 709
(MN)**

By: _____

Name: _____

Title: _____

Date: _____

By: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Business Services

Date: 10.21.24



Holiday Special – Q4 2024

FOX 21 TV and Antenna TV Duluth

- 114 (:15) Ads Mon-Fri 9a-2p on Fox 21
 - 35 (:15) Ads Mon-Fri 7a-9a in Fox 21 Sunrise News
 - 113 (:15) Ads Mon-Fri 2p-6p on Fox 21
 - 20 (:15) Ads Mon-Su 7p-9p in Fox 21 Prime Time
 - 100 (:15) Ads Mon-Sun 10p-1:05a on Fox 21 Late Night Comedy Block
 - 21 (:15) Ads Mon-Sun 9p-10p in Fox 21 Local News at 9pm
- And,
- 200(:15) Ads Mon-Sun 7a-11p on Antenna TV

Designed as a 10-12 week promotional schedule,
but can be adjusted as needed.

603 Total Ads (Avg - \$9.12 per spot!)

\$5,500 Total Investment

OK'd: 



Contact

Cavan Timm
FOX 21 TV & Antenna TV
2001 London Rd
Duluth MN 55812 496
Ph. 218-590-5285
ctimm@kqdsfox21.tv

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Johanna Cummins, 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: *Two Cohorts of professional development training services will be provided for a total of 52 hours (26 each cohort) to at least 50 staff members in dismantling systemic oppression within our spaces and within education in order to foster a more equitable and diverse education for everyone in our communities.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 21, 2024 and shall remain in effect until June 30th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Facilitating SEED professional development training for 20-25 ISD709 staff members on the following:

- *indigeneity and two-spirit persons*
- *racism; race and culture studies*
- *ethnocentrism vs holism*
- *monolingualism; English-first language and how to meet various language needs in schools*
- *inequity and inequality in education*
- *classism; class and housing, socioeconomics*
- *sexuality and gender studies; sexism, phobias, transgenderism*
- *allyship and creating a safe, welcoming space*
- *ageism; students with physical disabilities and/or neurodivergence*
- *religious discrimination*
- *reflection on -isms and their systemic relevance within education/within ISD 709/within Denfeld*

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 \$2500 for each cohort and \$5000 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1809 N 17th St, Superior, WI 54880 .

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

TEACHER / STAFF ID: 14051

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.

[Signature] _____ SSN/Tax ID Number [Redacted] Date 10/7/24
 Contractor Signature

[Signature] _____ Date 10-15-24
 Program Director

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

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

Please check the appropriate line below:

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

01	E	005	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature] _____ Date 10/21/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair



Date: 10/24/2024 13:40:51

Number: **WVS1841857**

price quote/proposal

school/district Deluth ISD 709

contact Jim Carlson

WeVideo contact: Suzanne Cherry scherry@wevideo.com

po@wevideo.com

Fax: 408-819-9441

P.O.Box 103175

Pasadena, CA 91189-3175

Quote Expires:

4/2/2025

SECTION III - COMPLETE ALL FIELDS:

REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name Deluth ISD 709

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name Peter

Admin/owner Last Name Graves

Admin/owner Email peter.graves@isd709.org

Job title/role Edu. Tech and Curriculum Coord.

Phone Number 218 336 8700 x 2318

BILLING INFORMATION

Accounts Payable Contact First Name Accounts Payable

Accounts Payable Contact Last Name _____

Accounts Payable Email ap.vendor@isd709.org

Accounts Payable Phone Number 218 336 8701

PROPOSAL ACCEPTANCE

School or district purchase approver

The Parties acknowledge and agree that this Quote is subject to, and governed by, the WeVideo Services Agreement and WeVideo Terms of Use (linked below) entered into by and between the Parties on or about 10/16/2024 ("WeVideo Services Agreement"). The WeVideo Services Agreement is incorporated herein by reference. To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says (Proposal Acceptance.) Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature Simone Zurich Date 10.24.24

Print Name Simone Zurich

Print Title Exec. Dir. Business Services

[WeVideo Terms of Use](#)

Proprietary & Confidential © 2024 All Rights Reserved

Page 2 of 2

DAWNSIGNPRESS
SNIOSM SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is effective as of the date last executed below ("Effective Date") and is made by and between DawnSignPress, a California Corporation with an office location of 6130 Nancy Ridge Drive, San Diego, CA 92121 ("DawnSignPress" or "we" or "us") and Duluth Public Schls ("School" or "you"). Both DawnSignPress and School may be referred herein to as "Party" or "Parties" as context requires.

1. Definitions

- 1.1. "Access code" is the code a user needs to access Signing Naturally Interactive Online Student Materials, herein after referred to SNIOSM.
- 1.2. "User" means each student or other individual authorized by the School to access SNIOSM.

2. Payment, Billing, and Term of Agreement

In order to purchase and use Access codes you will agree to an initial term ("Initial Term") set forth in **Schedule A**.

For the Initial Term, we will charge you a **non-refundable flat fee** ("High School Access Fee Rate") per User set forth in **Schedule A**.

If you cancel within the first 5 days of your order ("Trial Period"), we will provide a complete refund of your order. After the Trial Period, you will not receive a refund of the Access Fee. We do not provide refunds or credits for a partial term or unused User licenses following the Trial Period.

All first-time orders must be prepaid or we must receive a purchase order form displaying your official letterhead with signed authorization. Future orders will be billed Net 30 days. All foreign (outside of U.S.) orders, except Canada, must be pre-paid. All payments must be made in U.S. dollars. If paying by check or money order, "US Funds" must be pre-printed on the payment, not hand-written.

Accounts must be current before new access codes will be distributed. Purchase orders may be faxed to 858-625-2336 or emailed to orders@dawnsign.com.

Budget Code: 01E 017030 000 305 030

Friday, June 25, 2021

3. License Grant

Subject to the terms and conditions of this Agreement, DawnSignPress hereby grants School a limited, non-exclusive and non-transferable license to access SNIOSM.

School is subject to the DawnSignPress Conditions of Use <https://www.dawnsign.com/condition-of-use> and Privacy Policy <https://www.dawnsign.com/privacy-policy-1>, and those terms are incorporated herein by reference.

School acknowledges that DawnSignPress owns the exclusive right, title, and interest throughout the world to the SNIOSM and any portions or copies thereof, all Proprietary Rights therein, and all related technical know-how. The license granted hereby shall not constitute a sale of the SNIOSM nor the underlying software and know how.

All rights not expressly granted to School under this Agreement are expressly reserved to DawnSignPress. School shall not knowingly permit third parties to directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying ideas, algorithms, or technology of SNIOSM; (b) modify, translate, or create a derivative works based on SNIOSM; (c) install, sublicense, rent, lease, distribute, sell, resell, assign, or otherwise transfer the rights to access and use SNIOSM to any third party as a service bureau or any other means; or (d) remove any proprietary notices, trademarks, or labels contained on or within SN16OSM or any graphical representation thereof.

4. Confidentiality

Except as may otherwise be required by law, each party will hold confidential, during and after the term of this Agreement, any confidential information disclosed to it or its representatives, and will not disclose any such confidential information to any third party.

5. Account Access

Account. Users are required to enter an access code to access SNIOSM.

Privileges Nontransferable. The School's access privileges may not be transferred to any third parties and each User shall have its own account. School agrees not to share account information between Users.

Suspension/Termination. Upon termination, by you or us: (i) You will cease any further use of the Services and any information that was made available to you prior to the termination; and (ii) All rights granted to you under this Agreement will automatically terminate. The provisions of these Terms that by their nature must survive the termination shall so survive.

6. Contact Information for Notices

DawnSignPress
6130 Nancy Ridge Dr
San Diego, CA 92121-3223
E-mail: orders@dawnsign.com

School
Duluth Public Schls
709 Portia Johnson Drive
Duluth, MN 55811
E-mail: joan.lancour@isd709.org

IN WITNESS WHEREOF, the undersigned duly authorized officers of the respective parties have hereto affixed their signatures to this Agreement.

DawnSignPress

Signature: _____
Printed Name: _____
Title: _____
Date: _____

School

Signature: *Simone Zurich*
Printed Name: Simone Zurich
Title: Exec. Dir. Business Services
School Name: Duluth Public Schools
Date: 10.24.24

Schedule A

Initial Term:

- Minimum term of three (3) years. Maximum term of (5) years.

High School Access Fee Rate:

- \$17.00 / User / Year

****Please fill out the relevant fields:**

Requested No. of Users for Signing Naturally **Units 1-6** Interactive Online Student Materials:
60 Users x \$17.00 x 3 Years = \$ 3060.00

Requested No. of Users for Signing Naturally **Units 7-12** Interactive Online Student Materials:
 Users x \$17.00 x Years = \$

Total non-refundable flat fee = \$ 3060.00

Access codes will be sent on or before the Effective Date of this agreement but not before receipt of payment or purchase order.

Company Address:
11720 Plaza America Dr., 9th Floor,
Reston, VA 20190

Prepared By: Kristen Randolph
Phone:
Email: krandolph@k12.com

Quote #: Q-94990-1
Created Date: 9/25/2024
Expiration Date: 10/15/2024
Start Date: 10/9/2024
End Date: 9/1/2025
Contact Name: Joseph Zwak
Phone: 2182699674
Email: joseph.zwak@isd709.org

Bill To:
Duluth Public School District
215 N 1st Ave E
Duluth, MN 55802

Ship To:
Duluth Public School District
215 N 1st Ave E
Duluth, MN 55802-2069

QTY	Product	Description	Unit Price	Total Price
300	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.	\$107.89	\$32,367.00

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.

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <https://stridels.com/products-and-services-agreement-and-terms/>. This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

Accepted by Customer:

Signature:

Simone Zurich
Simone Zurich

Date:

10.23.24
Exec. Dir. Business Services

Name (Print):

Title:

AGREEMENT

THIS AGREEMENT, made and entered into this **9th day of October, 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Dylan Jennings**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **October 9th, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

Provide culturally specific manoominike activities, drumming and singing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **___\$ 75.00 hourly (Seventy-five dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Dylan Jennings, 66530 Bay Front Road, Ashland, WI, 54806.**

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

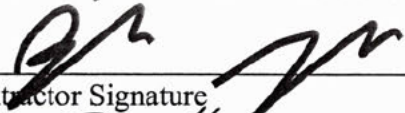
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 10/10/24


 Program Director _____ Date 10-22-2024

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 10/23/24

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and Sarah Stock an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 12, 2024 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide Nutrition & Dietician services for Duluth Head Start and Preschool.

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 of \$32 hourly and not to exceed \$8500 total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Sarah Stock, 4563 W Lismore Rd, Duluth, MN 55803.

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

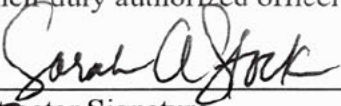

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 10/24/24

 Program Director _____ Date 10/24/24

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

This contract is funded by either:

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

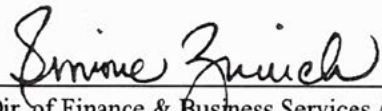
Please check the appropriate line below:

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

04	E	005	579	503	305	000- 83.86%
04	E	005	579	285	305	000-16.14%
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11.4.24

10/9/2024

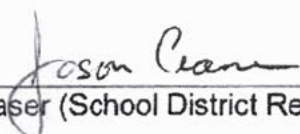
Duluth Public Schools – ISD# 0709
709 Portia Johnson Drive
Duluth, MN 55811

Duluth Public Schools, hereinafter called the Purchaser, and Lutheran Social Services/ Homme Youth and Family Programs/Visions Jr/Sr High School, hereinafter called Provider, enter into this agreement relating to the care of [REDACTED] for the costs of educational programming during placement at Homme Youth and Family Programs. [REDACTED] was placed at Homme 9/26/2024 by Itasca County.

Educational costs: \$294.78/day for 2024-2025 school year, ending May 31, 2025
Date of services/placement: 9/26/2024 to discharge (date to be determined)

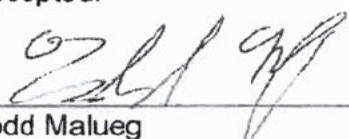
Parents rights have been terminated. Itasca County has guardianship of [REDACTED]

[REDACTED] is in need of a step down [REDACTED] treatment program. He is needing continual support working on boundaries. Some history of verbal escalation and physical aggression. Emotional/behavioral disorders are listed in IEP.



Purchaser (School District Representative)

10-9-24
Date

Accepted:


Todd Malueg
Education Manager – Homme

10-9-24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Alexander Sador, an independent contractor, hereinafter called Contractor.

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

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

- Dates of Service.** This Agreement shall be deemed to be effective as of 1/23/24 and shall remain in effect until 1/25/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- Performance.** *(Must insert or attach a list of programs/services to be performed by contractor)* Ordean East Middle School Choir concert + Rehearsals, with Bree Rodrigues - \$250.00 (Pianist)
- 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.

- Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_____ hourly and \$ 250 in total.

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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



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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

  1/23/24

Contractor Signature **SSN/Tax ID Number** **Date**

Program Director **Date**

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

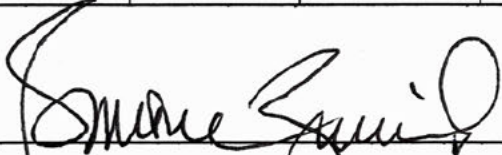
Please check the appropriate line below:

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).

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

01	E	335	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

 10/7/24

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair **Date**

AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of OCT. 7, 2024 and shall remain in effect until JUNE 10, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$4,500 hourly and \$ 30 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Rachel Lafald, 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) 219 N. Cloquet Rd. E, Duluth, MN 55810.

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

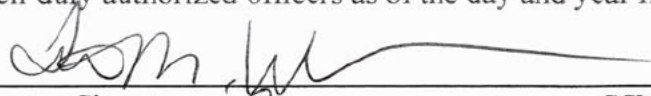
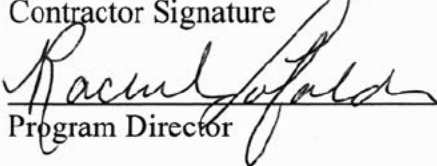
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number [REDACTED] Date 10-7-24

 Program Director _____ Date 10/8/24

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

This contract is funded by either:

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

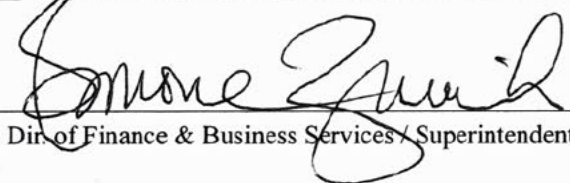
Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 10/11/24

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Amber Burns, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** Duluth East Musical Choreographer

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 \$10.00 hourly and \$2000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

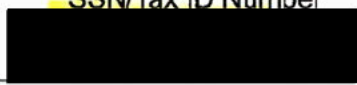
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Contractor Signature

SSN/Tax ID Number

Date





10/19/24

Program Director

Date

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

This contract is funded by either:

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

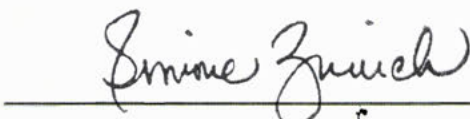
Please check the appropriate line below:

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

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

01	E	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX



10.28.24

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Patrick M Mulcahy, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.** Duluth East Musical Lighting Designer/Operator/Repair

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 \$10.00 hourly and \$2000 in total.

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

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

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

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

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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: _____ Business Services _____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

Date

[Handwritten Signature]

[Redacted]

10/17/24

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

[Handwritten Signature]

10.28.24

Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair

Date

**No Cost Contracts Signed
October 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
Booster Enterprises, Inc	Homecroft	Boosterthon Program for annual Homecroft fundraiser
Grand Canyon University	Districtwide	Student teacher agreement for 2024-2025 school year
True North AmeriCorps	Districtwide	True North AmeriCorps agreement for 2024-2025 school year



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “**Agreement**”) is made and entered into on the below-listed effective date by and between **BOOSTER ENTERPRISES, INC**, a Georgia Corporation (“**Booster**”), and the below identified **Client School** (the “**Client**”). Client and Booster are referred to collectively herein as the “**Parties**” (or individually as a “**Party**”) with the following fundraising efforts:

CLIENT SCHOOL INFORMATION				
Effective Date: 10/15/2024	Client/ School Name: Homecroft Elementary		Organization Type: PTO	
Address: 4784 Howard Gnesen Rd		City: Duluth	State MN	Zip 55803

In consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Booster and Client, intending to be legally bound, agree as follows:

1. Engagement. The Client hereby engages Booster to organize, market and manage a fundraising program (the “**Services**”) as described below (the “**Boosterthon Program**”) during the Program Term identified below (the “**Program Term**”). Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

Boosterthon Program Schedule		
Event	Date (s)	Parties Involved
Program Kick Off	2025-09-15	
Team Days		
Event	2025-09-23	
Program End		
[Fundraiser Description with other important Dates]		

2. Costs and Payment. The total amount due to Booster in connection with the Boosterthon Program is determined by the three (3) separate fees and one (1) optional item listed below:

Set-Up Fee: \$ 1000

Service Level Fee (choose one below):

Support Service (___ % of each contribution)
 Shared Service (___ % of each contribution)
 Full Service (40 % of each contribution)

Platform Fee: 15% of each platform contribution

Donor Choice Program Option (select one option):
 Client **will** participate in Donor Choice program Client **will not** participate in Donor Choice program

<small>DS</small> 	<small>Initial</small>
-----------------------	----------------------------

3. Terms of Service; Signature. By signing this agreement, Client is also agreeing to the Standard Terms and Conditions (available through the hyperlink [here](#)), which are incorporated herein by

reference. This Agreement, along with these incorporated terms, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements (written or oral) with respect to such subject matter. In the event of any conflict between the incorporated terms and provisions of this Agreement, the terms of this Agreement shall govern. Client agrees that it has accessed, carefully reviewed, and fully understands this Agreement and the incorporated terms. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. An electronic signature shall be equivalent to and as binding as an original signature.

[Other Terms]

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

BOOSTER ENTERPRISES, INC.

Presigned by:
Matt Smith
7E6A586C59604CA...

By: Matt Smith
Name: Client Care Consultant
Title: 10/2/2024
Date

CLIENT

Signed by:
Simone Zuntz
9B4692F5146144BB...

By: Simone Zuntz
Name: Executive Dir Bs Services
Title: 10/15/2024
Date

By:
Name:
Title:
Date:

Field Placement Affiliation Agreement Between GCU and Duluth Public Schools

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 10/02/2024 day by and between Grand Canyon University (“GCU”) and Duluth Public Schools located at 709 Portia Johnson Drive Duluth, MN 55811 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 10/02/2024 and ends 10/02/2027.
4. **Roles & Definitions:**
 - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
 - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
 - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
 - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
 - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
 - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
 - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
 - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
 - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
 - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

5b. The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

5c. The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

5d. The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

5e. The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

5f. The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

5g. The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

5h. The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

5i. The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

5j. The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

6. RESPONSIBILITIES OF GCU:

6a. GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

6b. GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

6c. GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

6d. GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

- 8. PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

9. INSURANCE AND LIABILITY

9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration

Internships): GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
 - Limits of Liability:
 - \$1,000,000 Each
 - \$1,000,000 Aggregate

9b. College of Humanities and Social Sciences (CHSS) School Counseling: Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Personal Injury
 - \$5,000 Medical Payments
 - Coverage:
 - Premises/Operation Liability
 - Medical Payments Liability
 - Contractual Liability
 - Personal Injury Liability

10. FERPA: GCU and the District agree to protect the candidate’s and/or student’s educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate’s and/or student’s educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate’s and/or student’s prior written consent.

11. CONFIDENTIALITY: GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

12. INDEMNIFICATION AND HOLD HARMLESS: Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY: The District hereby grants GCU the right and license to publish and/or use District’s logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to

District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

14. ASSIGNMENT: The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

15. NOTICES: Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

Grand Canyon University

COE/CHSS Affiliations

COEAffiliations@gcu.edu

Subject: Duluth Public Schools Affiliation Agreement Notification

School/District Information

Duluth Public Schools

709 Portia Johnson Drive

Duluth, MN 55811

16. MODIFICATION OF AGREEMENT: This Agreement may be modified only by written amendment executed by both parties.

17. TERMINATION: Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

18. PARTNERSHIP/JOINT VENTURE/EMPLOYMENT: Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

19. INDEPENDENT CONTRACTOR: The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

20. NONDISCRIMINATION: The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

21. GOVERNING LAW: This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: 
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 10/2/2024

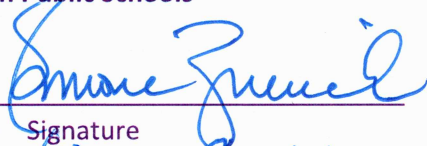
By: 
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 10/2/2024

Duluth Public Schools

By: 
Signature

Name: Simone Zunic

Title: Exec. Dir. Business Services

Date: 10/7/24

Appendices

GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

College of Education (COE) Appendix

[Clinical Field Experience Handbook](#)

(For candidates in all College of Education programs.)

[Student Teaching Manual](#)

(For candidates enrolled in initial teacher licensure programs.)

[Master of Education in Educational Administration Internship Manual](#)

(For candidates in the Educational Administration program with start dates **prior to May 2, 2024.**)

[Master of Education in Educational Administration Internship Manual](#)

(For candidates in the Educational Administration program with start dates **on or after May 2, 2024.**)

College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual_9.1.2023.pdf \(gcu.edu\)](#)

True North AmeriCorps Data Sharing Waiver 2024-2025

Service Year: September 3, 2024 - August 31, 2025



Site Information:

Organization/District Name: ISD 709 Duluth Public Schools	Program/School Name(s): All ISD 709 Schools
Lead Contact Name: Anthony Bonds Jackie Otway Todd McGowan	Email: anthony.bonds@isd709.org jackie.otway@isd709.org todd.mcgowan@isd709.org
Additional Contact Name(s): Simone Zurich	Email(s): simone.zunich@isd709.org

Purpose of Waiver

The purpose of the waiver is to clarify the data to be utilized while participating in the True North AmeriCorps program. This waiver will be effective when signed.

EXEMPTIONS

ISD 709 Duluth Public Schools, hereafter called *The Site*, will be exempt from sharing the following data with True North AmeriCorps, hereafter called *The Program*:

- Student records or registration forms
- Student demographics including gender, race/ethnicity, free/reduced price lunch status
- School assessments and evaluation data

CASELOADS

The Program agrees to hire, train, and place qualified individuals, hereafter called *The Member(s)*. Members support youth daily or weekly for a minimum of 15 minutes per day.

The Site will identify ~30 youth participants for the Member's caseload using historical knowledge, referrals, and/or registration materials. While The Program encourages data driven reasonings, The Site does not need to share student data to make them eligible for the caseload.

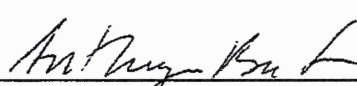
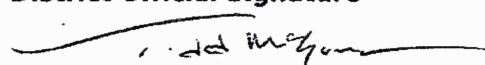
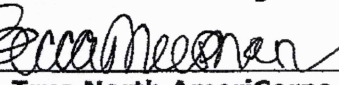
REQUIREMENTS

The Site **agrees to share** the following information with The Program and Member:

- Student First and Last Name
- Grade level (K-8th grade)
- Birthdates

DESSA ASSESSMENT

The Program requires The Member to conduct observational based surveys to assess the Social Emotional Learning needs of youth. The Member agrees to share these results with The Site. The Site and Member will use this assessment to inform The Member's duties. Only youth with consent will be assessed.

	Anthony Bonds	10/30/24
District Official Signature	District Official Print Name	Date
	T. McGowan	10/30/24
District Official Signature	District Official Print Name	Date
	Becca Meetsman	10/31/2024
True North AmeriCorps Signature	True North AmeriCorps Print Name	Date

**Revenue Contracts Signed
October 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
Lester Park Elementary Foundation	\$8,600.00	Lester Park Elementary Foundation Board	<p>The Lester Park Elem. Foundation Board received a grant to fund an after school Spanish Club instructor. District will invoice Foundation for funds to cover the cost of this instructor.</p> <p>This addendum raises the reimbursement amount from \$4,300.00 to \$12,900.00.</p>

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 2nd day of November, 2024.

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Lester Park Elementary School Foundation Board

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Lester Park Elementary School Foundation Board (the "Parties") entered into the contract (the "Contract") dated October 16, 2023, for the purpose of hiring a contractor to serve as a Coordinator for the Lester Park Elementary School Spanish Club.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

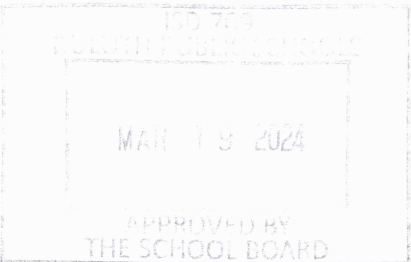
1. The Contract is amended as follows:
 - a. Reimbursement. Original reimbursement was not to exceed \$4,300.
This amendment would increase the not to exceed amount to \$12,900.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean



AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/15/24 and shall remain in effect until 3/1/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 4300 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2816 Hagberg St., Duluth, MN, 55811.

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

1. The Office of Information and Technology Services (ITS) is responsible for the District's IT systems. Please refer to Policy 200-10, Confidentiality of Information and Technology Data. 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.

[Signature] 475-39-7129 1/22/2024
 Contractor Signature SSN/Tax ID Number Date

[Signature] 1/30/2024
 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

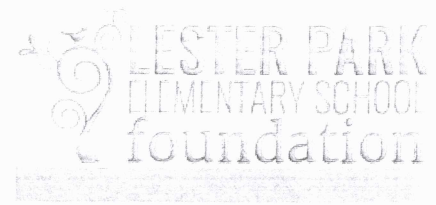
01	E	005	203	161	³⁰⁵ 366	013
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature]
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

2/15/24
 Date



September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

RE: Lester Park Foundation's award to ISD 709 for Part-Time Spanish Club Coordinator

ATTN: Shannon Brown and ISD 709 School Board

SUBJECT: The below cost defines the award given to ISD 709 to support a part-time coordinator for Lester Park Elementary's afterschool Spanish Club.

Lester Park Foundation (LPF) is a non-profit foundation that seeks to support, enhance, and enrich educational experience and opportunities for all students at Lester Park Elementary School. In the spring of 2023, the LPF piloted a Spanish Club program. The pilot was able to accommodate 39 kids from across grades K - 5, but 68 kids were waitlisted. With the success of the initial pilot, we expect interest and demand to grow this upcoming year. The pilot had a capacity issue: it was dependent on two people from the LPF to manage the program and two student teachers from UMD with limited availability. To ensure a sustainable and robust program that can meet student interest, this grant to the district of \$4300 serves to hire a part-time program coordinator that will both manage the logistics and teach the after-school clubs.

Program Details

Two six-week sessions:

- October 23rd - December 8th (no club the week of Thanksgiving break)
 - March 4th - April 12th
- Lester Park Foundation will support the school in hiring and training

LPF Grant Breakdown to District

- Up to 60 hours of program coordination and teaching prep time at \$20 an hour: \$1200 per year
- Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year
 - 11.25 hours a week for six weeks = up to 67.5 teaching hours per session
 - Could accommodate up to 225 kids for a once a week session
- Materials and Supplies: \$400 per year
- **Grant Total: \$4300**

Benefit to Lester Park Elementary School and ISD 709 District:

- Increase language enrichment
 - Increase cultural enrichment
 - Expands after-school program options
 - Could serve as a model for other schools looking to expand foreign language options
-

There will be no overhead or indirect costs associated with the above award; this award may only be used for funding the coordinator position and costs associated with the coordinator running the Spanish Club (e.g., club materials).

This grant is annual and can be renewed upon agreement with the Lester Park Foundation.

If there are any questions or any additional need, please let me know.

Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President
Lester Park Foundation

September 11 2023

ISD 709
Duluth Public Schools
Administration and School Board Members

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Sincerely,

Jon Benson

A handwritten signature in black ink, appearing to read 'Jon Benson', with a stylized flourish at the end.

Board President
Lester Park Foundation